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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Bankruptcy and Deeds of Arrangement Bills.

THE Bankruptcy Bill and Deeds of Arrangement Bill, which have been introduced in the House of Lords by the Lord Chancellor, have been read a second time. Both Bills apparently are entirely consolidating Bills, and are intended to come into operation on 1st January, 1915. The Bankruptcy Bill consists of 169 clauses, and replaces in general the Acts of 1883, 1890, and 1913, though the sixth schedule which gives the list of repealed statutes, excepts certain sections. There is, however, no prefatory memorandum explaining the reason of these exceptions. The Deeds of Arrangement Bill consists of 31 clauses, and replaces the Deeds of Arrangement Act, 1887, the Bankruptcy Act, 1890, s. 25, and the second part of the Bankruptcy and Deeds of Arrangement Act, 1913.

Lord Haldane on Legal Research.

WE ARE glad to call attention to the interesting address given by Lord HALDANE at the annual meeting of the Selden Society last week, a report of which will be found in another column. Modern research has brought out much that is valuable in the early legal records, and in this research the Selden Society has taken a leading part. It is doubtless remote from the great bulk of every-day work, but the lawyer never knows when he may be called upon for historical investigation. We may, it seems, expect to find some interesting discussion of the origin of the action of *assumpsit* when the full report of *Sinclair* v. *Brougham* (*ante*, p. 302) is published; and a fortnight ago the Court of Appeal reversed ASTBURY, J.'s, decision in *Hewson* v. *Shelley*, and upset what seemed to be settled law, on the strength of a *dictum* in the Year-Book. And those who are curious will find much of interest culled from Domesday Book and else-

where in such cases as *Mertten* v. *Hill* (1901, 1 Ch. 842). The university training for which Lord HALDANE pleads is no doubt an excellent thing, chiefly, however, for its wider culture; the real study of the law comes later.

The Army as an Aid to the Civil Power.

THE DUTY of the military forces of the Crown to assist the civil power in preventing serious and violent crime is of course well established, and it is equally well established that the soldier acts on such occasions as a citizen, bound like an ordinary citizen to assist in enforcing the law, but more efficient than an ordinary citizen by reason of his arms and his discipline. This fundamental doctrine was laid down by Sir JAMES MANSFIELD, C.J., in *Burdett* v. *Abbot* (4 Taunt., p. 449), and by TINDAL, C.J., in the *Bristol Riots case* (3 State Trials, N. S., p. 5); and the circumstances under which soldiers may lawfully employ violence at the risk of killing guilty and, as often as not, innocent persons, were, as is well known, defined in the report of the Commission on the Featherstone Riots in 1893. It is interesting to note that the Commission was appointed by the present Prime Minister when he was Home Secretary, and that the Commissioners were the late Lord BOWEN, Sir ALBERT ROLLIT, and the present Lord Chancellor. The report is understood to have been mainly the work of Lord BOWEN.

The Responsibility for Military Intervention.

THE FEATHERSTONE report affirms quite clearly the duties of soldiers to act in their capacity of citizens, and leaves the limits of action to depend, as must necessarily be the case, on the particular circumstances. The call for assistance should come from the magistrate, and the military regulations require that he should be present and give the necessary order to use arms. But in law this is not essential; nor is it essential that the requirements of the Riot Act should be complied with. The military are not, any more than ordinary citizens, to stand by while outrage is being committed. The sole question in considering whether their intervention was justified is, Was what they did necessary and no more than necessary to put a stop to or prevent felonious crime? "The whole action of the military, when once called in, ought, from first to last, to be based on the principle of doing, and doing without fear, that which is absolutely necessary to prevent serious crime, and of exercising all care and skill with regard to what is done." The conclusions of the Featherstone Report were adopted by the Select Committee of the House of Commons which was appointed in 1908, in consequence of the Belfast riots, to inquire into the power of the civil authorities to obtain military aid in the suppression of disorder, and into the duties attaching to military officers in such cases. At the same time the report recognized the objection of soldiers to being employed on this duty except under grave necessity. "The very emphatic concurrence of the military authorities in the view that troops are only to be called out in case of gravest necessity may be regarded as a measure of the soldier's extreme dislike of the obligation to discharge this most disagreeable and painful duty."

The Government and the Army.

FROM THE principle that a soldier when employed to aid the civil power is acting as a citizen it follows that, so far as justification to the civil authorities is concerned, he must retain some discretion. He is not bound to obey an order to shoot unless that order is under the circumstances reasonable, and the memorandum issued by the Secretary for War last December, which has just been published, was quite right in laying this down in clear terms. "No one, from General Officer to private, is entitled to use more force than is required to maintain order and the safety of life and property. No soldier can shelter himself from the civil law behind an order given by a superior if that order is, in fact, unreasonable and outrageous." But in practice there is very little discretion left to the private soldier. It is, under almost all conceivable circumstances, for his officers to judge as to the necessities of the case, and their orders are a sufficient protection to him. With the officers the responsibility is much greater. As pointed out above, they are entitled to look to the magistrate for definite directions; but they are neither bound by such directions, nor do the directions when given, absolve them from responsibility. The ultimate responsibility to decide whether armed intervention is necessary rests with the superior officer present; and this is a responsibility which the nature of his service compels him to accept when once he has been requisitioned with his troops to attend at the scene of possible disturbance. On recent occasions the Government has anticipated the requirements of the local civil authorities by moving troops into areas where they may be required. This was done on the occasion of the railway strike in 1911, and the recent movement of troops into Ulster has been undertaken, apparently, with the same view. This is not the place to comment on the controversy in Parliament to which the event has given rise, and, indeed, as to the essential duty of officers to whom any orders for such movement may be given there is, we understand, no doubt. In view of the arming and drilling of men in Ulster—all of which, of course, as we have before pointed out, is flagrantly illegal—and of the possible use of such men, the Government would signally fail in their duty to the country if they did not take adequate steps to prevent any outbreak of violence; and in taking these steps they are entitled to the unconditional support of the officers. On this point, also, we do not know that there is any real controversy. To admit doubt about it would be to tamper with the supremacy of Parliament, upon which the whole fabric of society rests. The freedom of Parliament from any possible interference by outside influences is an axiom of the Constitution which it is equally important for both political parties to preserve.

The Appointment of the Public Trustee as Trustee.

THE COURT of Appeal (*Times*, 21st. inst.), have affirmed, but on a somewhat different ground, the decision of WARRINGTON, J., in *Re Jane Shaw, Public Trustee* v. *Little* (*ante*, p. 154), as to the validity of an appointment of the Public Trustee. By rule 8 (2), of the Public Trustee Rules, 1912, it is provided that an appointment of the Public Trustee to be trustee shall not be made, except by a testator, unless and until his consent to act shall have been obtained in accordance with the rules; and under rule 10 his acceptance is to be signified by writing under his official seal. In the present case, three executrixes and trustees desired in July, 1912, to retire from their trust and to appoint the Public Trustee as sole trustee, and he consented informally to act. A deed of appointment was executed by the executrixes in November, 1912, one of them being about to go abroad. The executrixes part of the administration of the estate had not then been completed—*i.e.*, they had not ceased to be executrixes and become trustees—and the Public Trustee did not give his formal consent until February, 1913, when this had been fully done, and he executed the deed of appointment in March. The ordinary rule with regard to conveyances by deed is that the conveyance takes effect on delivery by the grantor, subject to the right of the grantee to disclaim, and on disclaimer the property revests in the grantor: *Mallott* v. *Wilson* (1903, 2 Ch. 494); and see other cases cited in Laws of England, Vol. X., p. 400, note (*o*). WARRINGTON, J., appears to have assumed that this rule would have applied in the present case if there had been a complete delivery of the deed in November, but he held that there was no such delivery, and that the deed was not intended to be operative until the administration of the estate was complete, and the formal consent had been given. In other words, the deed had been delivered as an escrow. The Court of Appeal arrived at the same result more directly, but perhaps with less technical accuracy, by holding that a deed appointing a new trustee is not operative at all as an appointment until the trustee accepts the office or proceeds to act in the matter. In the present case it was not operative until the Public Trustee had given his formal consent, and hence the rule had been complied with.

The Right of a Second Mortgagee to Possession.

THE DECISION of the Court of Appeal in *Vacuum Oil Co. (Limited)* v. *Ellis* (1914, 1 K. B. 693) is interesting from the assumption made in the Court of Appeal that a second mortgagee is not entitled as against the mortgagor to go into possession

and claim the rents. "His only remedy," said BUCKLEY, L.J., "is the appointment of a receiver; he has no legal right to take possession or to demand payment to himself of the rents." Of course, if the second mortgage is merely by way of charge, this is so, and the mortgagee must have recourse to his remedies under the Conveyancing Act, 1881 (*Garfitt* v. *Allen*, 37 Ch. D., p. 50), or to the court. But here the second mortgage appears to have been in the form of a legal mortgage: that is, by way of conveyance subject to the first mortgage, and we apprehend that, since the Judication Acts, such a mortgage gives the mortgagee the right to enter into possession so long as the first mortgagee does not choose to exercise this remedy. The opposite view rests upon the assumption that the right to possession depends on the mortgagee having the legal estate, but all that is necessary is that he should be entitled to possession as against the mortgagor: *General Finance, &c., Co.* v. *Liberator, &c., Building Society* (10 Ch. D. 15, 24); and this has been decided by the Court of Appeal in Ireland: *Antrim, &c., Investment Co.* v. *Stewart* (1904, I. R. 357). The dictum of BUCKLEY, L.J., seems to have been uttered in forgetfulness of the recent tendency of the law on this point, and on the assumption that an action to recover land is subject to the same technicalities as the old action of ejectment. We venture to submit that this is erroneous, and that a second mortgagee who has taken his mortgage by conveyance subject to the first mortgage is entitled to possession and to receipt of rent.

The Action of Seduction.

MR. JUSTICE AVORY had before him in *Peters* v. *Jones* (*Times*, 22nd inst.) an interesting problem on a not very recondite legal fiction. A girl aged twenty-two years, residing with a married lady who had adopted her as a daughter, was seduced by the defendant. The adoptive mother sued for damages on the ground that the girl was in contemplation of law her servant, and had been seduced. Now, it is well settled that the master or mistress of a female servant can maintain such an action against the seducer in any one of three cases, namely, (1) when there is an express contract of service, (2) when there is *de facto* service, and (3) when there is constructive service. Accordingly, in order to succeed, the plaintiff had to establish one or other of these three recognized cases of service. The first may be left out of a count, since there was not an actual contract of service between the plaintiff and the girl. The third may also be excluded, for it arises only in the case of a parent who has a legal right to the services of his daughter, *i.e.*, a parent whose daughter is under age, which was not here the case. Therefore, to succeed, the plaintiff had to shew *de facto* service by the girl. Such *de facto* service is based on a legal fiction, and therefore may consist of very slight and shadowy duties of a domestic nature, such as "making tea:" *Carr* v. *Clarke* (1818, 2 Chit. 260). But, however trivial the services may be, they must be rendered to the plaintiff and not to another. Now, where the true parents of a child reside together, and she with them, her share in household services is regarded as rendered to the father, who is bound to support her, not to the mother: *Hamilton* v. *Long* (1905, 2 I. R. 552). In the present case the plaintiff was a married woman residing with her husband, and the latter in fact paid for the girl's clothes and found her pocket-money. Hence, had the parents been her true parents, it is clear that the husband and not the wife would have been the only competent plaintiff. But when she is the wife's adopted daughter, is not the situation altered? There is no adoption by the husband, and no liability to support the girl on him. Surely there is no legal doctrine which prevents a married woman having a servant of her own on her husband's premises. We should have thought, therefore, that *Hamilton* v. *Long* (*supra*) might have been distinguished here, and ought to have been distinguished if the wife had in fact provided clothes and pocket-money. The husband, however, did this, which seems to shew that he was the legal employer (if any) of the girl; and BRAY, J., held that the actual plaintiff, his wife, had no *locus standi* to sue.

Common Law Actions Against Employers.

IT IS well-known that the dependents of an employee, who bring an action under Lord CAMPBELL'S Act for common law negligence against the master, stand a very poor chance of succeeding. They can only recover if they show either (1) personal negligence of the master, or (2) a defect in the works known to the master, or (3) failure of the latter to supply efficient fellow-servants. And even if they might succeed in proving one of these elements, they have to meet defences such as "contributory negligence," "common employment," "*volenti non fit injuria*," which make their task extremely difficult. On the other hand, there is no statutory limit to the *quantum* of compensation recoverable should they succeed, and therefore it is sometimes advisable to take common law proceedings rather than go under the Employers' Liability Act, 1889, or the Workmen's Compensation Act, 1906, which impose strict limits on the amount obtainable. Such proceedings are facilitated by a clause in the Workmen's Compensation Act which provides for alternative proceedings under the Act and at common law. "If . . . an action is brought to recover damages independently of this Act for injury caused by any accident"—so runs section 1, sub-section 4—"and it is determined in such action that . . . the employer is not liable in such action, but that he would have been liable to pay compensation under the provisions of this Act," then the action is to be dismissed, but the trial judge is to proceed to assess the statutory compensation under the Workmen's Compensation Act, if the plaintiff so desires. This gives the plaintiff a reasonable alternative course, and subject to the danger of having to pay costs thrown away by the issues of negligence, makes it worth his while to initiate common law proceedings where there seems a reasonable chance of success. But now an important point arises. How far can claimants under Lord CAMPBELL'S Act avail themselves of this alternative course? The point came up before Mr. Justice CHANNELL, in a jury civil case at Derby Assizes on February 28 (*Potter* v. *John Welch & Son* (*Limited*)). It was argued strongly for the defendant employers that the words we have quoted do not cover a claim by dependents under Lord CAMPBELL'S Act. The section refers to an action for injury caused by an accident; but Lord CAMPBELL'S Act, it was contended, gives the dependents compensation, not for *injuria* but for pecuniary loss. The dependents, too, in the one case are a different class, differently defined from those in the other. These subtleties troubled even so learned and experienced a judge as Mr. Justice CHANNELL so much that he reserved the matter for further consideration and argument; but the view he took rejected the narrow construction contended for by the defendants. He held that the alternative course could be adopted in an action based on Lord CAMPBELL'S Act, as well as upon one brought by the workman himself.

The Liabilities of Boarding-house Proprietors.

A NICE distinction of law is well illustrated by the case of *Paterson* v. *Norris* (*Times*, 11th inst.), recently decided by COLERIDGE, J. A lady went to reside at a boarding-house in Earl's Court-square some time in February, 1911, and resided there until after the 15th of January, 1913. On the latter date a drawer in the dressing-table of her bedroom was broken open and her jewellery stolen; for this she claimed damages against the proprietor. Now there are various grounds upon which a claim of this kind might be based. The first of these consists in boldly setting up the law of "innkeepers' liability" and alleging that a boarding-house is in fact an inn, so as to make the keeper an insurer of the safety of a guest's goods and chattels. This contention is, of course, a question of fact, and a very nice question of fact, too, in many cases (*Cunningham* v. *Philp*, 12 T. L. R. 352), and it does not depend on the use of the terms "private hotel" or "boarding-house." The mere receipt of guests and the supply of common rooms for their use, as is usual in a boarding-house, does not make the house an inn; the real test is whether or not the keeper habitually holds himself out as willing and ready to receive all members of the public as a matter of obligation, and not of voluntary contract with each guest when he arrives: *Dansey* v. *Richardson* (1854, 3 E. & B. 144). It may be taken for granted that in *Paterson* v. *Norris* this condition was not satisfied, for no attempt to base liability on this ground was made by plaintiff. Next comes, however, the question whether the proprietor of the house has become a "bailee" of the jewellery, so as to have the onus cast upon her of showing that the subject of the bail-

ment has not been lost by any default of hers. This claim, and its consequent high degree of liability, could not be set up here, however, for the jewels remained all along in the personal custody of the guest; she locked them up in a dressing-table drawer of which she had the key, and did not entrust them to the landlady's care. Lastly, there comes the liability based on the duty of a boarding house keeper to exercise reasonable care in the management of her house; this is the ordinary duty arising out of the contractual relationship: *Scarborough* v. *Cosgrove* (1905, 2 K. B., at p. 814). The case thus becomes one of negligence pure and simple, in which the onus of proving want of reasonable care is on the plaintiff, except in those peculiar cases (of which the present is not one) where the doctrine of *res ipsa loquitur* applies. Here the only real evidence adduced to support the allegation of negligence was that the front door of the house was always left open, so that anyone could enter, and that adequate attendance by a porter in the hall was not provided. But COLERIDGE, J., refused to regard this as negligence, in our opinion rightly, and found for the defendants.

Errors of Parliamentary Draftsman.

A CURIOUS point under the procedure for putting in force the Housing, Town Planning, &c., Act, 1909, came recently before the Marylebone Police Court. Section 17 of the Act enables the local authority to make a closing order with regard to dwelling-houses which appear to them to be unfit for human habitation, including under the terms "dwelling-house" a room habitually used as a sleeping place, the surface of the floor of which is more than three feet below the surface of the part of the street adjoining or nearest the room; and it is provided that a closing order made in respect of a room to which this enactment applies shall not prevent the room being used for purposes other than those of a sleeping place; and that if the occupier of the room, after notice of the order has been served upon him, fails to comply with the order, an order to comply therewith may, on summary conviction, be made against him. A summons was taken out by the Hampstead Borough Council against the tenant of premises in St. John's Wood for failing to comply with a closing order in respect of a basement room which had been used as a sleeping apartment. At the hearing the solicitor for the prosecution pointed out that the Act imposed no penalty for default in complying with the order, and all that the magistrate could do was to make a second order for the first order to be complied with. The magistrate wondered who was responsible for drafting the Act, but could only make an order under the Summary Jurisdiction Acts requiring the tenant to comply with the requisition of the borough council. Non-compliance with the second order might enable a magistrate to impose a penalty, but the circumlocution and delay of the double proceeding could never have been contemplated by the framers of the Act. We have reason to believe that similar slips in drafting Acts of Parliament are not uncommon, and that the omission to prescribe a penalty has on several occasions only been discovered immediately before the Act received the Royal assent.

Exemptions from the Charitable Trusts Acts.

THE decision of JOYCE, J., in *Attorney General* v. *Foundling Hospital* (reported elsewhere) does not deal with any new point of law, but it calls attention once again to the difficulty attending the construction and application of section 62 of the Charitable Trusts Act, 1853. We have on former occasions urged the necessity of having the section redrafted and made readily intelligible, and this is work which either the Charity Commissioners or the Board of Education—which to a considerable extent replaces the Charity Commissioners for the purposes of the Act—should take in hand. But we are not aware that any attempt in this direction has so far been made.

Section 62 of the Act of 1853 contains the various exemptions from the jurisdiction of the Charity Commissioners under that Act, and these exemptions are extended by section 48 of the Charitable Trusts Act, 1855, to section 29 of that Act which prohibits sales of charity lands without the consent of the Commissioners. Hence, where a charity falls as to the whole or any part of its property within the list of exemptions, it can sell such property without going to the Commissioners, or to the Board of Education when substituted for the Commissioners, and as a rule it is in this connection that the question arises.

Of the various exemptions introduced by section 62 (1) it is only necessary to refer to four, namely: (1) it exempts religious and charitable institutions which are wholly maintained by voluntary contributions; (2) it provides that "where any charity is maintained partly by voluntary subscriptions, and partly by income arising from any endowment, the powers and provisions of the Act shall, with respect to such charity, extend and apply to the income from endowment only, to the exclusion of the voluntary subscriptions and the application thereof"; (3) it provides that no donation or bequest to any such mixed charity, "of which no special application or appropriation shall be directed or declared by the donor or testator, and which may legally be applied by the governing or managing body of such charity in aid of the voluntary subscriptions," is to be subject to the Commissioners; and (4) no part of any such donation or bequest, or of any voluntary subscription, is to become subject to the Commissioners by reason of its being set apart by the governing body for some defined purpose connected with the charity. The section, it will be seen, refers to "endowment," and section 66 defines this term as including "all lands and real estate whatsoever of any tenure, and any charge thereon, or interest therein, and all stocks, funds, moneys, securities, investments, and personal estate whatsoever, which shall for the time being belong to or be held in trust for any charity, or for all or any of the objects or purposes thereof."

This definition of "endowment" is extremely wide, and in terms includes all property held for the charity, but this meaning is wider than is required to give effect to section 62, and in *Sons of the Clergy* v. *Sutton* (27 Beav. 651) it was cut down so as to agree with that section. Lord ROMILLY found that section 62 applied only to endowments constituted by donations and bequests of which some special application had been directed; and he decided that a corresponding restriction was to be placed on the generality of the definition in section 66. But in *Re Clergy Orphan Corporation* (1894, 3 Ch. 145) the Court of Appeal held that this process was wrong. Section 66 must have its literal construction so as to include all property of every description belonging to or held in trust for a charity; and any restriction required on the word as used in section 62 must be found in the language of that section. Treating sections 62 and 66 in this way it follows that donations or bequests to a mixed charity, notwithstanding that *prima facie* they are endowments, are nevertheless excluded if no special application of them has been directed, and if they may legally be applied as income; and even though such funds are not applied as income, but are retained and invested, yet the investments are still excluded from "endowment" as used in section 62, and are excluded also from the jurisdiction of the Commissioners.

In several cases it has been held, in accordance with *Re Clergy Orphan Corporation*, that donations and bequests which are applicable as income for the general purposes of a charity are exempt from the jurisdiction of the Commissioners, and the property purchased with them is equally exempt. This was so in *Re Harding and Welsh Calvinistic Methodist Connection* (92 L. T. 64) and *Re Wesleyan Methodist Chapel, Wandsworth* (1909, 1 Ch. 454), where it was held that chapels could be sold without the consent of the Commissioners, since they were erected with voluntary subscriptions, and under the terms of the trust deeds the proceeds could be applied as income; in *Re Church Army* (94 L. T. 559), where premises belonging to that society were equally exempt because they were purchased with voluntary subscriptions, since the subscriptions, though allocated for that purpose, were part of the general subscriptions for the year, and the proceeds of the premises might, if so desired, be expended as income; and in *Re Orphan Working Schools and Alexandra Orphanage* (1912, 2 Ch. 167), where premises bought with subscriptions given for a particular purpose, were nevertheless held on the general trusts

of the charity. On the other hand, where the governing body have, under a power expressly or impliedly vested in them, declared a permanent trust of any property purchased with voluntary subscriptions, then the property becomes an endowment and is not within the exemption: *Attorney General* v. *Mathieson* (1907, 2 Ch. 383). The judgment of COZENS HARDY, M.R. in this case, contains a very useful summary of the matter, and he pointed out that the exemptions recognized in *Re Clergy Orphan Corporation* (*supra*) apply only in the case of a mixed charity; *i.e.*, one maintained partly by voluntary subscriptions and partly by income arising from endowment. Moreover in a case prior to *Re Clergy Orphan Corporation*—namely, *Re Clergy Orphan Corporation and Skinner* (1893, 1 Ch. 178), NORTH, J., held that land given to a charity, of which no special application was directed, was exempt from the jurisdiction.

In the *Foundling Hospital Case* (*supra*), JOYCE, J., found as a fact that, while the voluntary subscriptions were small, yet the charity was supported partly by such subscriptions, and partly by income arising from endowment, so that it was within the scope of the decision in *Re Clergy Orphan Corporation* (*supra*). The estates in question considered partly of land which had been given to the charity, and partly of land which had been purchased out of moneys given to the charity; but neither as to the land nor the moneys so given was there any specific appropriation by the donors; the land was available for the general purposes of the charity, and since the money was originally so available, the land in which it was invested was equally available. Hence, both estates, so the learned judge held, were exempt from the jurisdiction of the Board of Education. By means of these successive cases, the construction and application of section 62 is becoming reasonably clear, and the effect seems to be to restrict considerably the scope of official control. There is, of course, the danger that a redrafting of the section might be made the occasion of attempting to override the decisions and extend the control; but, apart from this consideration, it is time, as we have intimated above, that the work of redrafting should be taken in hand.

The Bankruptcy and Deeds of Arrangement Act, 1913.

II.

1. BANKRUPTCY (*continued*).

Suspension of Discharge.—Under section 8 of the Bankruptcy Act, 1890, the court must suspend the discharge for at least two years, or until a 10s. dividend has been paid, if certain facts are proved; these include the fact that the bankrupt's assets are not equal to 10s. in the pound on his unsecured liabilities unless he shows that this has arisen from circumstances for which he cannot justly be held responsible. Other facts are that the bankrupt has omitted to keep proper books of account or has continued to trade after knowing himself to be insolvent, and so on (sub-section 3). Section 6 of the present Act removes from this list, so far as suspension of the discharge is concerned, the fact that the assets are not 10s. in the pound; hence, where this is the only fact proved, the suspension can be for a period of less than two years; but it remains a fact which will prevent the granting of an immediate discharge.

Compositions and Schemes of Arrangement.—Compositions and schemes of arrangement are provided for by section 3 of the Bankruptcy Act, 1890, but where any of the facts referred to in the preceding paragraph are proved—facts, that is, enumerated in section 8 (3) of the same Act—the court cannot approve the proposal unless it provides reasonable security for payment of not less than 7s. 6d. in the pound on the unsecured provable debts. It has been found in practice that this limit has greatly lessened the number of cases in which a composition or scheme can be carried through, and section 7 of the present Act reduces the limit to 5s.

Foreign Debtors.—Sections 8 and 9 of the Act of 1913 are intended to facilitate bankruptcy proceedings against debtors residing abroad. Hitherto such proceedings have been confined to debtors who were permanently or temporarily in this country. It is true that section 6 of the Act of 1883 specifies, as one of the matters to be proved on a bankruptcy petition, that the debtor is either domiciled here, or has within a year resided or had a place of business here; and *prima facie* this includes a foreigner carrying on business here through an agent. But it has been held that section 6 is merely negative, and does not profess to define "debtor." Bankruptcy proceedings spring from section 4, which specifies the various acts of bankruptcy which a debtor can commit, and this section only applies to debtors who are subject to the law of England: *Cooke* v. *Charles A. Voegler Co.* (1901, A. C. 102). The case is now met by introducing in section 8 of the present Act a definition of "debtor." The term is to include any person, whether a British subject or not, who at the time of an act of bankruptcy done or suffered by him (*a*) was present in England, (*b*) ordinarily resided in England, (*c*) was carrying on business in England, personally, or by means of an agent or manager, or (*d*) was a member of a firm carrying on business in England. And then section 9 makes consequential amendments in section 6 (1) of the Act of 1883, so as to enable the petitioning creditor to succeed if he proves that the debtor is within section 8. At least, such is obviously the intention; but in fact the consequential alterations do not seem to have been correctly made, and it will probably be found that sections 8 and 9 are inconsistent with each other; and difficulty may arise in ascertaining when an act of bankruptcy has been committed by a foreigner. But the general effect is to enable bankruptcy proceedings to be taken against a person resident abroad, who carries on business here by an agent, though, of course, the administration of the estate will be confined to the assets in this country.

Payments Prior to Receiving Order.—The hardship of the bankruptcy law as regards *bonâ fide* payments made to a debtor or his assignee prior to a receiving order was shewn by *Davis* v. *Petrie* (1906, 2 K. B. 786), and the practical difficulties which it causes were shewn by *Ponsford* v. *Union Bank* (1906, 2 Ch. 444). Under section 43 of the Act of 1883, the bankruptcy relates back to the act of bankruptcy on which the receiving order is made, and this date accordingly gives the time at which the trustee's title to the debtor's property accrues. A *bonâ fide* payment or other dealing is, indeed, protected under section 49 where it is before the receiving order and without notice of an available act of bankruptcy. But this is ineffective in the case of a payment to a trustee under a deed of assignment. The assignment is itself an act of bankruptcy, and one who pays money of the debtor's to the trustee has notice of the act of bankruptcy and gets no protection. Hence, if a receiving order is made on a petition presented within three months after the assignment, and adjudication follows, the payment is void, and the trustee in bankruptcy can require the money to be paid over again. This was the case in *Davis* v. *Petrie* (*supra*). Hence it has been necessary to allow three months to elapse after the execution of a deed of assignment before dealing with the debtor's property under it.

In *Ponsford's case* (*supra*) the same uncertainty as to the title of the debtor and his assignee prevented the assignee from using the money of the debtor to redeem securities which he had pledged, except under a special arrangement by which the securities were kept available for a possible trustee in bankruptcy until the expiration of three months from the deed of assignment. The difficulty is now removed by section 10 of the present Act, which provides that a payment of money, or delivery of property, to a person subsequently adjudged bankrupt, or his assignee, shall be valid, if the payment or delivery is made before the date of the receiving order, and without notice of the presentation of a bankruptcy petition, and is either pursuant to the ordinary course of business or otherwise *bonâ fide*. There is an exception of receiving orders under section 103 (5) of the Act of 1883; that is, where a receiving order is made in lieu of committal. The receiving order is then equivalent to an act of bankruptcy; but the necessity for the exception is not clear. The result is that an act of bankruptcy, such as the execution of a deed of assignment, will not prevent dealings with the debtor or his assignee, and these can go on until a receiving order is made or until notice of a bankruptcy petition. It may be observed that section

10 is really an amendment of section 49 of the Act of 1883, and that section must now be read subject to the exception introduced by section 10.

After-acquired Property.—Clause 11, which regulates dealings with after-acquired property of a bankrupt, is a signal example of the utility of independent criticism of departmental Bills. The subtleties which have beset this subject are well-known. *Prima facie* all property which is acquired by a bankrupt before his discharge belongs to the trustee. This follows from sections 44 and 54 of the Act of 1883. But the hardship of allowing the trustee to assert his title against persons dealing *bonâ fide* with the bankrupt has induced the courts, both under the old bankruptcy law (*Herbert* v. *Sayer*, 5 Q. B. 965), and under the Act of 1883 (*Cohen* v. *Mitchell*, 25 Q. B. D. 258), to reject the literal meaning of the statute, and to allow validity to all dealings by a bankrupt with property acquired after adjudication in favour of a purchaser; and for this purpose it has been immaterial whether the purchaser had or had not notice of the bankruptcy. On the other hand, this relaxation of the statute did not apply to legal (*Re New Land Development Association and Gray*, 1892, 2 Ch. 138; *Bird* v. *Philpott*, 1900, 1 Ch. 822), or equitable (*Official Receiver* v. *Cook*, 1906, 2 Ch. 661), interests in real estate; but it did apply to leaseholds (*Re Clayton and Barclay's Contract*, 1895, 2 Ch. 212), and it applied to an equitable interest in a trust fund (*Hunt* v. *Fripp*, 1898, 1 Ch. 675), and to land purchased as partnership assets (*Re Kent Gas Co.*, 1909, 2 Ch. 195). We have frequently called attention to the necessity of having this distinction between real and personal property abolished by an amending statute; but the Bankruptcy Bill in its original form, while proposing this course, at the same time introduced, both for real and personal estate, the requirement that, save where the disposition was in the course of a trade or business carried on by the bankrupt, the purchaser of the after-acquired property must take without notice of the bankruptcy. This was to impose on dealings with personal estate a disability to which they had not previously been subject, and owing to the strong representations made to the Board of Trade the new requirement was deleted from the Bill, and section 11 of the Act simply makes the old rule apply equally to real and personal estate. It provides that "all transactions by a bankrupt with any person dealing with him *bonâ fide* and for value in respect of property, whether real or personal, acquired by the bankrupt after the adjudication shall, if completed before any intervention by the trustee, be valid against the trustee." The difficulty that the property vests in the trustee, and therefore the conveyance by the bankrupt is defective, is met by a provision that, on a disposition under the section, the estate of the trustee shall determine and pass in such manner as to give effect to the transaction. The section applies to transactions with respect to real property completed before the commencement of the Act where there has been no intervention by the trustee before that date.

Questions as to after acquired property also arise where the debtor is adjudicated bankrupt a second time. Strictly, any property acquired by him since the first bankruptcy belongs to the trustee in that bankruptcy, and the subsequent creditors can only take any surplus after satisfying the creditors in the first bankruptcy (*Re Clark*, 1894, 2 Q. B. 393), unless the first trustee has allowed the bankrupt to engage in trade, and then subsequent trade creditors have priority: *Engleback* v. *Dixon* (L. R. 10 C. P. 646). Section 11 (3) deprives the creditors in the first bankruptcy of the absolute priority which, in general, they have hitherto enjoyed, and provides that the after acquired property shall, where the first trustee has not intervened, vest in the second trustee, but the unpaid balance of debts in the first bankruptcy can be proved in the second bankruptcy.

[*To be continued.*]

The directors of the Alliance Assurance Company, Limited, have resolved to declare at the annual general court, to be held on the 22nd of April next, a dividend of twelve shillings per share (less income tax) out of the profits and accumulations of the company at the close of the year 1913. An interim dividend of 5s. per share (less income tax) was paid in January last, and the balance of 7s. per share (also less income tax) will be payable on and after the 4th of July next.

Reviews.

Notaries.

BROOKE'S TREATISE ON THE OFFICE AND PRACTICE OF A NOTARY OF ENGLAND. WITH A COLLECTION OF PRECEDENTS. SEVENTH EDITION. By JAMES CRANSTOUN, Barrister-at-Law. Stevens & Sons (Limited). 25s.

The first edition of this work was published in 1838, and in the successive editions since then the original text has been in the main preserved, subject only to such changes as have been from time to time necessitated by the alterations in the law. But in the present edition the task of revision has been more thoroughly taken in hand. The obsolete matter has been cut out, and the book has been re-written, while at the same time its scope has been enlarged by the addition of several new chapters. Thus, a chapter has been added on powers of attorney, and two on the authentication of documents intended for use in the British Dominions abroad and in the United States. The chapter on powers of attorney furnishes a very useful guide to these instruments, and to the construction of the authority which they confer; and in particular the cases on the necessity of observing strict compliance with the terms of the power are carefully collected at pp. 194 *et seq.* In the chapter on the authentication of documents for use in the Colonies, the various Colonies are taken successively, and the requirements in each stated. This is likely to be a very serviceable part of the work. The latter part of the book contains numerous precedents for use in reference to shipping matters and bills of exchange, and to powers of attorney, and the duties of notaries in respect of these and other matters are fully stated in the text.

Books of the Week.

Criminal Appeal.—Criminal Appeal Cases: Reports of Cases in the Court of Criminal Appeal, February 9, 10, 16, 25; March 2, 9, 1914. Edited by HERMAN COHEN, Barrister-at-Law. Vol. 10, Part 2. Stevens & Haynes. 6s. net.

Bankruptcy.—The Law and Practice of Bankruptcy. By G. L. HARDY, Barrister-at-Law. Effingham Wilson. 2s. 6d. net.

Contracts and Torts.—Analysis of the Law of Contracts and Torts, for the use of Students. By A. M. WILSHERE, M.A., LL.B., and DOUGLAS ROBB, B.A., Barristers-at-Law. Sweet & Maxwell (Limited). 6s.

Wills.—The Right of Testamentary Devise. By RICHARD KING, Solicitor. Reprinted from the "Gazette de l'Association Internationale des Avocats."

Correspondence.

Admission of Women as Solicitors.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—May I rejoin to the letter of "Enquirer" on this subject appearing in your issue of the 21st of March last? I would respectfully, but most unequivocably, inform him that the Solicitors (Qualification of Women) Bill is receiving the support of many of his confrères, and I believe I am not disclosing "Council Secrets" if I state that the Council has preserved an open opinion on this subject. Many of its members regard with approval the objects of this Bill.

Further, I would recommend "Enquirer" to peruse the judgments of the Court of Appeal in a recent case where the claims of competent women to enter our profession were considered; it is a fair presumption of belief that the Court of Appeal would have allowed the application had the present state of the law and "inveterate custom" not stood in the way. I am hopefully inclined to believe that "inveteracy" is dying of antiquity. The Lord Chancellor is, on Friday, the 27th inst., receiving a deputation of the supporters of the Bill, and possibly the arguments evolved by this deputation may be useful to allay, and, may I piously hope, not excite "Enquirer's" apprehensions.

I cannot appreciate "Enquirer's" attitude of mind when he invokes a "bludgeoned fist" sort of opposition to the Bill, at least so I understand his advocacy of *vi et armis* tactics.

Nowadays it is charitable to describe a supporter of this class of opposition as *navigat Anticyram*. EDWARD A. BELL.

London, March 24.

The Copyright Act, 1911.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—I do not know if the following point has been raised in your columns. If not, perhaps you would insert this letter, as I should be

glad to have the views of any of your readers who may have had to consider it.

What is the present position of an independent writer, who writes an article for an encyclopædia, or similar publication, being paid for the article, but not entering into any definite agreement as to the copyright?

Section 5 of the Act is evidently intended to replace the law previously contained in section 18 of the Act of 1842, as interpreted by legal decisions However, sub-section (*b*) of the former section only deals with persons who are "in the employment of some other person, under a contract of service or apprenticeship." Now an independent writer, who merely contracts to supply an article for a fixed price, certainly does not enter into a contract of service in the ordinary legal acceptation of the words.

Has this section therefore, which in its opening words provides that, subject to the provisions of the Act, the author of a work shall be the first owner of copyright therein, altered the law as laid down in *Lawrence and Bullen* v. *Aflalo* (1904, A. C. 17)? E. I. W.

March 24, 1914.

Admission of Women as Solicitors.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—The thanks of the profession are due to you for publishing the admirable letter of "Enquirer" in your last issue.

The last paragraph does indeed express the feelings of the rank and file of the profession, and it is greatly to be hoped that the Council will take its wise words to heart, and above all things "try to do something to check the constant inroads upon the privileges of the profession," inroads which if not soon checked will go far to bring it to ruin. As it is the Council have allowed many attacks to be made without making any adequate defence.

March 25. GRAY'S INN.

Land Valuation under the Finance Act, 1910.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—We are not sure whether the following experience may be singular or not, but we send it to you on the chance of its being of interest to your readers.

On the 28th of June, 1910, our clients, W. and C. S. (trustees), sold a leasehold property in Streatham to one G. H. Neither our clients nor ourselves received any provisional valuation, but we have now just received from the Secretary of the Land Values Branch, Somerset House, the interesting communication that the particulars of the instrument presented to the Commissioners at the time of sale do not reveal any increment value, and that no increment value duty is payable on the occasion in question.

The interesting point is that this piece of information only arrives more than 3½ years after the transaction in question. Is it suggested that the trustees should have kept a portion of the sale moneys in their hands for all this period to answer a possible claim upon them?

March 20. S. & B.

CASES OF THE WEEK.

Court of Appeal.

HEWSON *v.* SHELLEY. No. 1. 24th, 25th and 26th Feb.; 14th March.

ADMINISTRATION—NO WILL FORTHCOMING—GRANT OF LETTERS OF ADMINISTRATION TO WIDOW OF DECEASED—SALE OF LAND BY ADMINISTRATRIX—SUBSEQUENT DISCOVERY OF A WILL AND GRANT OF PROBATE TO EXECUTORS—TITLE OF PURCHASER FROM ADMINISTRATRIX—LAND TRANSFER ACT, 1897 (60 & 61 VICT. C. 65), SS. 1, 2, 24—COURT OF PROBATE ACT, 1857 (20 & 21 VICT. C. 77).

A grant of letters of administration to the estate of a deceased person is a judicial act, and vests the property of the deceased in the administrator as legal personal representative with all the powers conferred by the Land Transfer Act, 1897.

Upon the death of an owner of land, in 1899, no will being found after diligent search, letters of administration were granted to his widow, who, in exercise of her powers as legal personal representative, sold the land to a purchaser in 1902, retained one-third of the proceeds to be invested to provide for her dower, and distributed the residue among the co-heiresses. The widow died in 1911, and her husband's will was afterwards discovered, by which he had devised the said land to her for her life, and subject thereto to a cousin, not an heir, in fee. Probate having been granted to the executors, in an action by them to recover the land from the purchaser,

Held, that it vested in the widow on the grant of administration, and that the purchaser acquired a good title from her.

Decision of Astbury, J., *reversed.*

Graysbrook *v.* Fox (1565, 1 Plow. 275), Abram *v.* Cunningham (1677, 2 *Lev.* 182) *and* Ellis *v.* Ellis (1905, 1 *Ch.* 613), *overruled.*

Semble, *death "intestate" means death without leaving a known will, or, at least, without having appointed a known executor competent to act.*

Appeal from a decision of Astbury, J. (reported 57 SOLICITORS' JOURNAL, 717), in an action for the recovery of land. The following statement of facts is taken from the judgment of Phillimore, L.J.: "On the 30th of January, 1899, one George Francis Hewson died, leaving a widow, no children, three nieces, who were his co-heiresses at law, and the same three with three other nephews and nieces his next-of-kin. He appears to have stated to his wife shortly before his death that he had made a will and left everything to her. But, after diligent search, no will could be found. The widow, therefore, took out general letters of administration, collected and divided the personal estate, and ultimately, on the 13th of October, 1902, sold and conveyed his real estate, being a farm in Hants, to the defendant, Sir John Shelley, for £3,500. Part of the proceeds was retained to secure the widow's dower, and the rest was divided between the co-heiresses. The sale was apparently made with the consent of the co-heiresses, but in exercise of the legal title of the administratrix. It does not distinctly appear whether it would or would not have been necessary for the payment of debts. On the 2nd of September, 1911, the widow died. Her executor, looking for papers, on the 11th of November, 1911, discovered at the back of a bureau a holograph will of George Francis Hewson. The will had been made on the 24th of April, 1894. By it the testator appointed four executors, one being his wife, and devised his estate to his wife for life, with remainder to a relative who was not heir-at-law or one of the next-of-kin. On the 9th of February, 1912, the two surviving executors, one being the devisee of this estate, obtained recall of the letters of administration and probate of the will, and on the 14th of January, 1913, they brought this action against the purchaser, Sir John Shelley, his mortgagees, and the tenant in occupation, to recover the estate. Mr. Justice Astbury has decided with reluctance, and in obedience to authorities which were probably binding upon him as a judge of first instance, in favour of the plaintiffs, and it is from this judgment that the present appeal is brought." A large number of authorities were cited in the course of the argument, at the conclusion of which the court reserved judgment.

THE COURT allowed the appeal.

COZENS-HARDY, M.R., having stated the facts, proceeded: It has been held by Astbury, J., that the executors' title relates back to the death, and that the grant of leters of administration and all acts done by the administratrix were void and of no effect. The executors have recovered the property sold in this action. It is not disputed that there was absolute good faith in all parties concerned. It will be convenient to consider the position, first, as if the property sold had been held for a term of years, and secondly, to consider what, if any, difference is made by reason of the property being held in fee simple. The learned judge held himself bound by *Graysbrook* v. *Fox* (1565, 1 Plow. 275) and *Abram* v. *Cunningham* (1677, 2 Lev. 182), which authorities were recently followed by Warrington, J., in *Ellis* v. *Ellis* (1905, 1 Ch. 613). It may well be that the learned judge was justified, having regard to these authorities, in deciding as he did. Having had the advantage of very able arguments from counsel, and having carefully considered all the authorities which have been called to our attention, I have arrived at the conclusion that the judgment under appeal ought to be discharged. The earliest authority is in the Year-Book, 7 Ed. 4, 12b., where Littleton, J., with the concurrence of two other judges, said that where an executor had been appointed unknown to himself, he may, when he has become aware, wholly take upon himself the powers of administration: "And, sir, the ordinary may well grant administration in the meantime, as he did here do, but by the proving of the will the powers of the administrator are now determined." This authority has been recognized in Fitzherbert's Abridgment (1577), Brooke's Abridgment (1587), Rolle's Abridgment, Viner's Abridgment, and, so far as I know, every text book of authority down to Williams on Executors (10th ed., p. 199). It was referred to, and not disputed in *Graysbrook* v. *Fox*. The decision of the majority in that case is illogical, because they admitted that a sale by the administrator for the purpose of paying funeral expenses and debts should not be avoided, but should remain indefeasible, a principle which it is impossible to reconcile with the theory that a grant of administration is void *ab initio*. Side by side with *Graysbrook* v. *Fox* there are a series of authorities establishing that the ecclesiastical courts could and did grant limited administration even where there was an executor—*e.g.*, (*a*) where an executor was a minor, *Piggot's case* (5 Co. 29a); (*b*) where there was litigation, and it was doubtful whether there was a will at all, or which of two wills was valid; (*c*) where an executor was out of the country. If there were any serious doubt as to the law before the Statute of Distributions, I think the form of bond provided by the statute in cases of administration goes far to remove it. It contemplates the possibility of there being a will which may subsequently be proved. It imposes an obligation upon the administrator to pay debts and to distribute the surplus. All this could not be done unless the administrator had, by virtue of the grant, the personal property vested in him. The bond under the Probate Act is substantially in the same form. The contention which prevailed in the court below leads to startling results. A debtor of the deceased might pay the administrator, and get a good discharge. If sued by the administrator he could not challenge the latter's title. A purchaser could not resist a decree for specific performance of a contract for sale by the administrator. In short, it seems to me that the person for the time being, clothed by the Court of Probate with the character of legal personal

representative, is the legal personal representative, and enjoys all the powers of such representative unless and until the grant of administration is revoked or has determined. If this view is not right, no person could safely deal with or accept a title from an administrator, for it is impossible to prove that there may not be a will. *In the Goods of Wright* (1893, P. 21) is a direct authority in favour of this view. In that case administration was granted until the original will, or an authentic copy, should be brought into the registry for the very purpose of enabling the sale of leaseholds to be completed, and limited to that purpose. In my opinion, the cases of *Graysbrook* v. *Fox*, *Abram* v. *Cunningham*, and *Ellis* v. *Ellis* (*supra*) must be regarded as no longer law. It remains to consider the effect of the Land Transfer Act, 1897, s. 2. I think it confers upon the legal personal representative for the time being the same powers with reference to real estate as he would have as to personal estate, subject to certain exceptions not material in the present case. If, as I hold, the administratrix could have sold and conveyed a leasehold, I think she could convey, as she did, the freehold property to Sir John Shelley. I prefer to base my decision on the general grounds above stated, and not on any special provisions in the Probate Act, 1857, though there is much in that Act that assists the appellant. There is, however, a separate point under the Conveyancing Act, 1881, s. 70. It seems to me that the order granting administration to the widow was a judicial act, and even if that grant could be held void on the ground of want of jurisdiction, the title of the purchaser would be protected under that section. In my opinion, the appeal succeeds, and the action must be dismissed, with costs here and below.

BUCKLEY, L.J., delivered judgment to the same effect. He did not think that *Graysbrook* v. *Fox* (*supra*) really supported the proposition for which it was relied on. If "determined" meant "brought to an end," and not "declared to be void," the passage cited from the Year-Book was no authority for saying, as Walsh, J., suggested, that the property never vested in the administrator. He referred to *Re Cope* (16 Ch. D. 49), *Walker* v. *Woollaston* (2 Peere Wms. 57b), *Re Campbell* (2 Hagg. Ecc. 555), *Doyle* v. *Blake* (2 Sch. & Lef. 237), and other cases.

PHILLIMORE, L.J., delivered judgment to the same effect, tracing the history of the jurisdiction over intestates' estates, originally vested in the ordinary, and resulting in a conflict of views between the spiritual and temporal courts, as instanced by decisions such as *Graysbrook* v. *Fox*, which, he thought, could not be explained away. If the various forms of limited administration did not give a valid title for the time being to the administrator, they would be mere traps for persons dealing with him.—COUNSEL, *Micklem*, K.C., *Wilfred Hunt*, and *H. S. Preston*; *C. E. E. Jenkins*, K.C., and *Arnold Herbert*, K.C. SOLICITORS, *Withall & Withall*; *Hedges & Davis*.

[Reported by H. LANGFORD LAWIS, Barrister-at-Law.]

High Court—Chancery Division.

GREEN & SONS (LIM.) v. MORRIS AND STEVENS & CO.
Warrington, J. 6th Feb.

GOODWILL—DEED OF ASSIGNMENT FOR BENEFIT OF CREDITORS—SALE OF BUSINESS BY TRUSTEE—SOLICITATION OF OLD CUSTOMERS BY ASSIGNOR.

The owner of a business executed a deed of assignment of his property for the benefit of his creditors. The business having been sold for the benefit of the creditors, the assignor joined another firm, and solicited his old customers.

Held, that the alienation of the business being compulsory, and for the benefit not of the person who carried on the business, but of his creditors, the assignor could not be restrained by the purchaser of the business from soliciting his old customers.

The plaintiffs applied for an injunction to restrain the defendants, Morris and Stevens & Co., from soliciting the customers of Morris's late firm. The defendant Morris was formerly a member of a firm which, until August, 1913, was carrying on the business of boot manufacturers. On the 15th of August, 1913, the firm executed a deed of assignment of its property for the benefit of its creditors. On the 20th of October, 1913, the trustee under the deed sold the goodwill and part of the assets of the business to the plaintiffs. The defendant Morris had entered into the employment of the defendants, Stevens & Co., and they, with Morris's concurrence, had solicited the customers of the late firm.

WARRINGTON, J., said there was no question about the general principle that if a man sold the goodwill of a business to a purchaser and received the purchase money, he could not afterwards destroy that which he had sold by soliciting his former customers. But in *Walker* v. *Mottram* (1881, 19 Ch. D. 355) it was decided that that principle did not apply to a case where the sale was made, not by the man who carried on the business, but by his trustee in bankruptcy. It was held further in that case that it made no difference in principle whether the bankruptcy was brought about by the bankrupt filing his own petition or by hostile creditors. In his judgment it was impossible to draw any distinction between the case of a man who had become bankrupt on his own petition, and of that of a man who brought about the same result by executing a deed of assignment for the benefit of his creditors. The motion, therefore, failed as against the defendant Morris. If, therefore, the defendant Morris was not committing an illegal act in soliciting the customers of the old firm, it was clear that the defendants Stevens & Co. could not be restrained from assisting him, and the motion, as against them, also failed.—COUNSEL, *Clauson*, K.C., and *Gover*; *Gore-Brown*, K.C., and *Simonds*. SOLICITORS, *Sharpe, Pritchard & Co.*, for *Beck, Green, & Stops*, Northampton; *Deacon & Co.*, for *Browne & Wells*, Northampton.

[Reported by J. B. C. TREGARTHEN, Barrister-at-Law.]

ATTORNEY-GENERAL v. GOVERNORS AND GUARDIANS OF THE FOUNDLING HOSPITAL. Joyce, J. 20th, 21st and 22nd Jan.; 5th March.

CHARITY—SALE OF LAND—CONSENT OF BOARD OF EDUCATION—ENDOWMENT—SUBSCRIPTIONS—MIXED CHARITY—CHARITABLE TRUSTS ACT, 1853 (16 & 17 VICT. C. 137), S. 62—CHARITABLE TRUSTS AMENDMENT ACT (18 & 19 VICT. C. 134), SS. 29, 48—FOUNDLING HOSPITAL ACT, 1885 (48 & 49 VICT. C. 6, PRIVATE), SS. 3, 4.

The Foundling Hospital was founded in 1739 under a Royal charter, which conferred power to sell its lands. In 1741 certain land in Bloomsbury was purchased for the charity, the purchase money being derived from donations and subscriptions. About 1744 certain lands in the City of London were presented to the charity. At the present day the income of the charity is about £27,000, of which over £26,500 is derived from the real estate owned by the charity, and the remainder from donations and benefactions, including annual subscriptions to the amount of about £11, the income from the land exceeding the total expenditure.

Held, that in these circumstances the charity was partly maintained by voluntary subscriptions, and therefore, upon the true construction of section 62 of the Charitable Trusts Act, 1853, was exempt from the provisions of that Act and from the provisions of section 29 of the Charitable Trusts Amendment Act, 1855, so that the charity could deal with and dispose of its real estate without the consent of the Board of Education.

Information by the Attorney-General, who claimed a declaration that the lands vested in the defendant corporation for the purposes of this charity, and particularly the lands referred to as the Bloomsbury and the Garlick Hill estates respectively, could not be sold, granted, demised, exchanged, or disposed of under the defendant corporation's charter or otherwise, except in accordance with the provisions of section 29 of the Charitable Trusts Act, 1855, that is, except with the consent of the Board of Education, to whom the jurisdiction in matters relating to the charity originally vested in the Charity Commissioners had been transferred. The Foundling Hospital was founded under a royal charter dated the 17th of October, 1739, the charter conferring power to sell, grant, demise, exchange, and dispose of any of the lands of which it should be possessed. The charter was confirmed by Act of Parliament in 1739, which conferred power to purchase land and erect buildings thereon for the purposes of the hospital. In 1741, or thereabouts, the Foundling Hospital purchased for £6,500 the lands referred to as the Bloomsbury estate, the purchase moneys being derived, as recited in the Foundling Hospital Act, 1885, from moneys received by the hospital in donations and subscriptions. The Act of 1885 provided that certain sales and leases therein scheduled made by the hospital should not be invalidated by three statutes of Elizabeth, which created restrictions upon the powers of guardians of hospitals to make sales and grant leases. The lands purchased in 1841 were still vested in the Foundling Hospital, and, together with the Garlick Hill estate, which was presented to the hospital in 1744, produced an income of £26,700. The total income of the hospital was about £27,000, the balance being derived from donations, legacies, and other benefactions, and about £11 was derived from annual subscriptions, the total income from land and investments exceeding the total expenditure of the hospital. The effect of section 62 of the Charitable Trusts Act, 1853, shortly, as far as is material to this case, is that exemption from the provisions of that Act can only be obtained where a charity is maintained wholly by voluntary contributions, or is maintained partly by income of endowments and partly by voluntary subscriptions, in which latter case it has been held that there is an exemption with regard to real estate purchased out of property which could be applied either as income or capital. Section 29 of the Charitable Trusts Act, 1855, provides that the trustees or persons acting in the administration of a charity shall not, except as therein provided (in the case of an educational charity, now, with the consent of the Board of Education), make any sale of the charity estate, or grant a lease for a longer term than twenty-one years. Section 48 provides that the Act shall not apply to any charity exempt from the operation of the Act of 1853. For the Crown it was contended that, in view of the small amount of annual subscriptions received, the Foundling Hospital must be regarded as supported entirely by endowment, and was, therefore, subject to the Act of 1855; that the land in question had not been purchased out of moneys applicable to purposes either of income or capital, or, if that had been the case, it was no longer competent to the charity to apply the proceeds of sale of such land as income. *Re Clergy Orphan Schools* (1894, 3 Ch. 145), *Attorney-General* v. *Mathieson* (1907, 2 Ch. 383), and *Re Orphan Working Schools and Alexandra Orphanage* (1912, 2 Ch. 167) were referred to. For the defendants it was contended that the charity was supported partly by voluntary subscriptions, and therefore exempt from the provisions of the Act of 1855.

JOYCE, J., in the course of a considered judgment, said: In the ordinary sense of the term this is not an endowed charity; it has,

I will not say capital—that is an ambiguous term—but real estate which has now become very valuable, the whole of which, with one exception, was purchased out of contributions in money made to the charity, which might have been expended as income or in whatever manner the governors pleased for the purposes of the charity, although generally there was an idea that the governors should not immediately spend everything they got, but make investments as and when it be found expedient and possible, and should do so in properly producing income for maintenance of the charity. The principal investment made was the purchase of the Bloomsbury estate before 1750 for £8,000. There is also some property in the city purchased in 1744, and presented by the purchasers to the charity without any trust imposed. That was a gift similar to the gift in *Re Corporation of the Sons of the Clergy* (1893, 1 Ch. 178), where it was held that the consent of the Charity Commissioners was not necessary in the case of the sale of land presented to the charity as land. [His lordship then read sections 62 and 66 of the Charitable Trusts Act, 1853.] Giving the widest possible meaning to the term endowment, as interpreted by section 66, it seems to be the fact is that, at the time of the passing of the Act of 1853, this charity was, and has ever since been, supported in part, it may be to a comparatively small extent, by voluntary subscriptions. The charity is, therefore, at least one of those maintained partly by voluntary subscriptions and partly by income arising from endowment in the sense in which that term is used in the Act, so that the subsequent provision of the 62nd section is applicable. In the Act of 1853 there is no prohibition or restriction upon charities selling or leasing. Soon after, however, came the Act of 1855, section 29 of which provided that it should not be lawful for a charity to make any sale, mortgage or charge of the charity estate or any lease thereof, and so on, except under express authority as therein mentioned. That is the section upon which this information is founded. Then section 48 defines the word charity as including "every institution in England or Wales endowed for charitable purposes, but shall not include any charity or institution expressly exempted from the operation of the Act of 1853." If, therefore, this charity is exempted from the Act of 1853, it is exempted from the 1855 Act, including section 29. Referring to the saving clause in section 62 of the 1853 Act, it appears to me that, although the governors had invested in land a considerable part of their funds derived from voluntary contributions—it makes no difference for this purpose whether the investment was in land or stocks—yet all it possessed, endowment or not, was and is exempt from the jurisdiction and control of the board and the provisions of the two Acts. Then there were certain statutes of Elizabeth imposing restrictions with reference to leases of charity lands, and prior to 1885 it was suggested that this charity was subject to those statutes. The Act of 1885 was therefore obtained, which provides that the several conveyances and leases contained in the schedule thereto shall be as valid in law and of the same force and effect as if the statutes of Elizabeth had never been passed. Then there is clause 4, which, it is contended, helps us here: "Provided that this Act or anything herein contained shall not operate to make valid any sale, grant, demise, exchange, or disposition or any other act or thing purported to be made or done by virtue of the said charter further or otherwise than the same would have been valid under the said charter in case the said three recited Acts of Queen Elizabeth had never been passed." That merely means that the Act was not to make valid any Act not authorised by the charter; and I think that Act was enacted on the basis that the charity could, under their charter, make the sales and grant the leases referred to. It was not thought till long afterwards that section 29 of the Act of 1855 had any operation with respect to a charity constituted by royal charter containing full power of sale: see *Re Mason's Orphanage and London and North-Western Railway* (1896, 1 Ch. 596); but it was ultimately held that that section did apply to charities governed by royal charter: *Attorney-General* v. *National Hospital for Relief and Cure of the Paralysed, &c.* (1904, 2 Ch. 252). Now, more than fifty years after the 1855 Act, the Crown sets up this claim, notwithstanding the Act of 1885, as to the meaning of which, I think, the Crown's advisers hold an opinion different from mine. Apart, however, from the 1885 Act, I think that the real estate of this charity is derived from the investment of donations of which no special application or appropriation was directed by the donors, and which might legally have been applied as income, except the city estates, which is covered by the case I have referred to. Consequently this charity, having been and being maintained partly by voluntary subscriptions, is exempt from section 29 of the Act of 1855, and this action fails.—COUNSEL, for the Crown, *Sir S. O. Buckmaster*, S.-G., *Tomlin*, K.C., and *Austen-Cartmell*; for the defendants, *T. R. Hughes*, K.C., *R. Younger*, K.C., and *T. T. Methold*. SOLICITORS, *the Treasury Solicitor*; *T. H. Gardiner*.

[Reported by R. O. CARRINGTON, Barrister-at-Law.]

Re E. BROOK, Deceased. BROOK *v.* HIRST AND OTHERS. Sargant, J. 10th March.

WILL—FORFEITURE CLAUSE OF AFTER-ACQUIRED PROPERTY NOT SETTLED—"POSSESSED OF OR ENTITLED TO"—ALTERNATIVE, NOT CUMULATIVE CLAUSE—REVERSIONARY INTEREST—VESTING IN POSSESSION—WHAT AFTER-ACQUIRED PROPERTY SUBJECT TO THE CLAUSE.

Where there was a clause of forfeiture of benefits under her father's will if the daughter did not settle after-acquired property which she should become "possessed of or entitled to" over the value of £1,000, *the words "possessed of or entitled to" were held to be not cumulative but alternative, and separate meanings must accordingly be found for them, and accordingly property of over the value of* £1,000 *in respect of which the daughter had before her father's death a vested reversionary interest was held to be subject to the clause of forfeiture.*

Re Bland's Settlement, Bland *v.* Perkin (1905, 1 *Ch.* 4) *distinguished.*

The question in this case was whether, having regard to the provisions of clause 18 of the will of one Brook, who died on the 29th of January, 1904, and in order to comply with the condition therein expressed, the plaintiff was bound and ought properly to settle in the names of the trustees of the will upon the trusts in the said clause set out: (1) the fourth share of the plaintiff of and in a certain sum of £10,000 settled by the will dated the 20th of January, 1857, of T. B., to which share the plaintiff became entitled in reversion prior to the death of the abovesaid testator E. B., expectant on the death of his wife, who died on the 25th of November, 1912; (2) the fourth share apportioned to the plaintiff by a deed dated the 26th of February, 1895, of and in a sum of £7,000 settled by a settlement dated the 29th of January, 1863, and made in contemplation of the marriage of the said E. B. to his wife Emma B. By clause 18 of his will, E. B. directed and declared that the benefits of his will provided for his daughters were given upon and subject to a condition of forfeiture and gift over of their beneficial interests thereunder or under any settlement to be made in pursuance thereof, if and whenever his daughter, F. M. B., "shall in her own right become possessed of or entitled to or shall acquire a general power of appointment by deed over any real or personal property of the value of £1,000," without settling the same effectually and irrevocably within twelve calendar months of so being entitled in the manner therein provided. The question, accordingly, was whether property in respect of which the daughter had, before the testator's death, a vested reversionary interest was caught by this clause. Counsel for the daughter said the words "shall become entitled" meant "shall become entitled in possession or reversion." He referred to *Re Bland's Settlement, Bland* v. *Perkin* (1905, 1 Ch. 4), *Re Clinton's Trust* (1872, 13 Eq. 295), *Blythe* v. *Granville* (13 Sim. 195), *Re Worsley's Trusts* (13 T. L. R. 826), *Re Mitchell's Trusts* (1878, 9 Ch. D. 5). The mother died after the death of the father, and then the two reversionary interests under consideration fell into possession. There are three classes of property to be caught: (1) Property which vests both the interest and the possession at one and the same time; (2) property which, being vested in interest, becomes vested in possession during the period; (3) property which is vested in expectancy during the period, but does not become vested in possession till after the period.

SARGANT, J., after stating the facts, said: In my judgment this case is clearly distinguishable from *Re Bland's Settlement, Bland* v. *Perkin* (*supra*), before Kekewich, J., for there the words were "become entitled" simply, while here the words are "become possessed of or entitled to." The words in this case are alternative, and not cumulative, and different classes of property are contemplated, and these words must accordingly be given separate meanings. "Possessed of" means falling into possession, while the other alternative under which the reversionary interest could be included would be satisfied by the words "or entitled to." It is not necessary that because a meaning might be given to the words "or entitled to" to exclude these reversionary interests from the operation of the clause, such a meaning should be put upon the words "possessed of or entitled to." I accordingly hold that these two funds come within the scope of clause 18, and the plaintiff will accordingly become subject to this forfeiture clause if they are not settled.—COUNSEL, *Peterson*, K.C., and *Owen Thompson*; *Dollar*; *St. John Clerke*. SOLICITORS, *Van Sandau & Co.*, for *Brook, Freeman, & Batley*, Huddersfield; *Iliffe, Henley, & Sweet*.

[Reported by L. M. MAY, Barrister-at-Law.]

Re HILL. FETTES *v.* HILL. Eve, J. 13th March.

WILL—INVESTMENT—TRUST TO INVEST IN PUBLIC STOCKS AND ON NO OTHER INVESTMENT—MEANING OF "PUBLIC STOCKS"—32 & 33 VICT. C. 104, S. 6.

A testator, by his will dated in 1868, *directed his trustees to invest the trust funds in "some or one of the public stocks of the Bank of England and on no other investment whatsoever."*

Held, that the trustees could only invest in public stocks, and that the expression "public stocks" was confined to public stocks forming part of the National Debt of this country.

Hewitt *v.* Price (4 *Man. & Gr.* 35) *followed.*

This was an adjourned summons asking whether the plaintiff, the surviving trustee of a will, was authorized to invest the funds in any securities authorized by law for the investment of trust funds, and whether he could retain *inter alia* the following investments—namely, New South Wales and New Zealand 4 per cent. Stock, Guaranteed Irish Land Stock, Brighton Corporation Stock, and Two and a Half per cent. Consols. By his will, dated the 18th of March, 1868, I. Hill, who died on the 1st of March, 1884, devised and bequeathed the residue of his estate upon trust to invest such part thereof as should consist of money and the moneys to arise from the sale of his freehold and leasehold estate in "some or one of the public stocks of the Bank of England" or on mortgage, "but on no other investment whatsoever," with power to vary the investments from time to time. It was contended that Colonial Stock was a public stock, and also that East India Stock, in which cash under the control of the court was allowed to be invested in 1861, being transferred at the Bank of England, was in 1868 a "public stock."

EVE, J.—In this case two questions of construction arise. The first is whether the trustees can invest in any of the securities in which trustees can lawfully invest The will directs that the trust funds are to be invested in some or one of the public stocks of the Bank of England and in no other investment whatsoever. That is as clear a prohibition as could well be found, and expressly forbids investment in any securities other than public stocks of the Bank of England. The second question is what is the meaning of public stocks of the Bank of England. It is said that it has no definite meaning, and, on the other hand, it is said that it means public stock domiciled at the Bank of England. In my view, "public stock" in the year 1868, when the will was executed, had a definite meaning, and meant public stock of this country which formed part of the national debt. In *Wells* v. *Porter* (2 Bing. 722, 731), Bosanquet, J., said: "When we find the expression public stocks we must intent the public stocks of this country," and in *Hewitt* v. *Price* (4 Man. & Gr. 35), Tindal, C.J., said "that case appears to be decisive." Further, in the Act of 1869 (32 & 33 Vict. c. 104, s. 6) public stock is defined as meaning "any stock forming part of the National Debt and transferable in the books of the Bank of England." I therefore hold that the expression "public stocks" in this will is confined to public stocks forming part of the National Debt of this country. In the present case one of the beneficiaries is of unsound mind and the parties are not agreed as to the course to be pursued. Under those circumstances I think it is in the best interests of all the parties that the trustees should be authorized to retain the existing investments for one year or until further order.—COUNSEL, *Jessel*, K.C., and *Dill*; *Levison*; *Solomon*. SOLICITORS, *R. J. Fosket*; *Atkey, Clarke, & Atkey*; *Cooper, Bake, Roche, & Fettes*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

High Court—King's Bench Division.

COMMISSIONERS OF INLAND REVENUE *v.* **HUNTER. HUNTER** *v.* **COMMISSIONERS OF INLAND REVENUE.** Scrutton, J. 24th and 28th Feb.

REVENUE—AGRICULTURAL LAND—VALUATION—SHOOTING RIGHTS—REFEREE—AWARD—FINANCE (1909-10) ACT, 1910 (10 ED. 7, C. 8), S. 25 (1).

Where land is valued for agricultural purposes under s. 25 (1) *of the Finance* (1909-10) *Act*, 1910, *the value of sporting rights should not be included.*

When a referee has once issued his award, another cannot be issued without the consent of both parties.

This appeal raised the question as to whether, in valuing land for agricultural purposes under section 26 (1) of the Finance (1909-10) Act, 1910, the value of sporting rights should be included. During the course of the proceedings the referee had sent out an amended decision.

SCRUTTON, J., in the course of his judgment, said the term "agriculture" as defined by the Act included "the use of land as meadow or pasture land or orchard or osier or woodland, or for market gardens, nursery grounds, or allotments." That definition did not refer to the use of land as arable or for crops. There was no mention of "sporting," and so far neither the statutory nor the ordinary meaning of "agricultural purposes" appeared to include sporting rights. Sections 7 and 17 (2) were said to throw some light on the matter, but he had come to the conclusion that sporting was not an agricultural purpose within the definition. It was clear that a referee, having once issued his award, could not issue another without the consent of both parties. If an error was to be corrected, unless the parties assented, it could only be done by the court on proper evidence and with proper procedure. It was of great importance that referees should exercise their important duties with strict observance of all rules of judicial procedure.—COUNSEL, *Danckwerts*, K.C., and *W. Allen*; *Sir S. O. Buckmaster*, S.-G., and *Finlay*. SOLICITORS, *Lewis, Gregory, & Anderson*; *Solicitor of Inland Revenue*.

[Reported by LEONARD C. THOMAS, Barrister-at-Law.]

INLAND REVENUE COMMISSIONERS *v.* **SMYTH.** Scrutton, J. 23rd, 24th and 28th Feb.

REVENUE—LAND VALUES—DUTIES—AGRICULTURAL LAND—MANURES AND TILLAGES—PRIVATE ROAD—DEDUCTIONS—FINANCE (1909-10) ACT, 1910 (10 ED. 7, C. 8), S. 25.

In valuing agricultural land let to a tenant, a referee under section 25 *of the Finance* (1909-10) *Act*, 1910, *should include in the gross value and the total value any sums attributable to the value of unexhausted manures or tillages, and in arriving at the assessable site value such sums should not be deducted from the total value. In arriving at the full site value, the value of the grass growing on the land should be deducted from the gross value, but whether the value of a private road used in connection with buildings should be deducted is a question of fact, depending on whether the road is of such a size and permanence as to be a structure within section* 25 (2). *In arriving at the assessable site value, the value of grass laid down by the tenant for which he cannot claim compensation should not be deducted from the total value.*

Appeal by the Inland Revenue Commissioners from the decision of a referee on an appeal under section 33 of the Finance (1909-10) Act, 1910, with respect to the valuation of certain agricultural land at Norton Malreward, Somerset. On the appeal three questions were raised, as follows:—(1) Whether the referee was right (a) in including in the gross value and the total value what he describes as "the tenant's interest in unexhausted manures and tillage," amounting to £300; (b) in deducting the same sum in respect of the same matters from the total value in arriving at the assessable site value. (2) Whether the referee was right in deducting from the gross value to arrive at full site value (a) the value of the grass on the holding, whether natural or sown, amounting to £1,150; (b) the value of a certain road, £182. (3) Whether the referee was right in deducting from total value, to arrive at assessable site value, £66, being the value of twenty-two acres laid down from arable in grass by the tenant. In the course of the argument the following cases were cited: *Tillotson & Co.* v. *S.S. Knutsford* (*Limited*) (1908, 2 K. B. 385; 1908, A. C. 406); *Thames and Mersey Marine Insurance Co.* v. *Hamilton, Fraser, & Co.* (12 A. C. 484); *Anderson* v. *Anderson* (1895, 1 Q. B. 755); *Inland Revenue Commissioners* v. *Herbert* (1913, A. C. 326); *Inland Revenue Commissioners* v. *Earl Fitzwilliam* (1913, 2 K. B. 593); and *Kauri Timber Co.* v. *Commissioners of Taxes* (1913, A. C. 771). *Cur. adv. vult.*

SCRUTTON, J., in the course of his judgment, said by section 25 of the Finance (1909-10) Act, 1910, the gross value was the market value of the fee simple of the land "in its then condition," free from incumbrances, and any further burden, charge, or restriction. The land had therefore to be valued as in the occupation of its owner, free from tenancy, and the question between the parties really was: "Is the land to be valued literally in its then condition, which will include any value due to unexhausted manure or existing tillages, as the subject contends, or, as contended by the Crown, are the annual operations of agriculture, with their changing value, to be disregarded, and the nominal value of the land taken?" The latter construction appeared to his lordship to give no meaning to the words "in its then condition," and the referees should include, in the gross and total value, any sums attributable to the value of unexhausted manures or tillages performed. The referee had held that when the increased value had been included in gross value and total value, it could be deducted in arriving at the assessable site value. His lordship thought on that point the referee was wrong. The second point was whether the value of certain grass and a private road should be deducted from gross value to arrive at full site value. That raised a question of great general importance, and some difficulty. He had come to the conclusion that the referee should, in valuing land "in its then condition," include all unsevered, vegetable growths, whether natural or artificial, transitory or permanent, emblements or not emblements. He thought the referee was right in divesting the land of the grass growing thereon, which he had included in its gross and total value. There was also the point whether he was right in deducting from total value the value of a private road to the farm. The only question was, Was it "a structure"? In his lordship's view that was a question of fact in each case. The third question was whether the referee was right in allowing a deduction from total value to reach assessable site value of £66, being the value of twenty-two acres laid down in grass by the tenant, which he could not claim compensation for. That was justified as "a matter personal to the occupier" under sub-section 4 (d), but his lordship could see no justification for it; the deduction could not be allowed. There would be leave to appeal if desired on all the points raised in the appeal.—COUNSEL, *Sir S. O. Buckmaster*, S.-G., and *Sheldon*; *Danckwerts*, K.C., and *W. Allen*. SOLICITORS, *Solicitor of Inland Revenue*; *Lewin, Gregory, & Anderson*.

[Reported by LEONARD C. THOMAS, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

PASPATI *v.* **PASPATI.** Evans, P. 9th March.

DIVORCE—NULLITY—CROSS-PETITION FOR RESTITUTION—PRACTICE—DISCOVERY—GUARDIAN AD LITEM OF LUNATIC NOT SO FOUND—"PARTY" TO ACTION—DIVORCE RULE 196—R. S. C. ORD. 31, R. 29.

It can be argued that a guardian ad litem *of a lunatic not so found by inquisition is in the position of a "party to the suit," on the construction of Divorce Rule* 196, *and both on this ground and on general principle, an order for discovery can be made against him.*

This was a summons taken out by Mrs. Marigo Cornelius, the guardian *ad litem* of Peter Paspati, a person of unsound mind, though not so found, who was the petitioner in a suit for a declaration of nullity and the respondent in a suit for restitution of conjugal rights. The summons asked for an order setting aside an order of the registrar dated the 20th of February, 1914, which directed the husband to make and file an affidavit of documents. The summons came before Evans, P., on the 2nd of March, when it was adjourned into court for further argument. In the nullity proceedings it was alleged, on behalf of the husband, the petitioner, that he was a person of unsound mind and unable to contract a valid marriage. That was denied by the wife, who filed a petition for restitution of conjugal rights. Counsel for the guardian *ad litem* submitted that the order for discovery was bad against a lunatic. [EVANS, P.: It can be amended.] The court had no power to make an order for discovery against the guardian *ad litem*, who had not appeared, and was, he submitted, not a party to the suit. She was appointed guardian on the 19th of June, 1913, under

Divorce Rule 196. There was no special rule in the Divorce Rules dealing with discovery. He cited the Matrimonial Causes Act, 1857, s. 22 (20 & 21 Vict. c 85), *Giles* v. *Giles* (48 W. R. 288; 1900, P. 17) and *Harvey* v. *Lovekin* (33 W. R. 188, C. A.; 10 P. D. 122). The rules of the Supreme Court did not provide for orders for discovery against a lunatic. He cited ord. 68, r. 1 (which was at variance with *Giles* v. *Giles* (*supra*)), ord. 31, r. 29, and the judgment of Eve, J., in *Pink* v. *Sharwood* (57 SOLICITORS' JOURNAL, 663; 1913, 2 Ch. 288), Bray on Discovery (1885 Ed., at pp. 63, 65). The guardian *ad litem* was appointed to assist the lunatic, not to give discovery or to "make admissions against him": *Ingram* v. *Little* (11 Q. B. D. 251, at p. 254). Counsel for the wife said that *Pink* v. *Sharwood* (*supra*) was to be distinguished from the present case. In the former an order had been made under section 116 of the Lunacy Act; but in the latter no such order had been made. A guardian *ad litem* was a "party to the suit" within the definition of section 100 of the Judicature Act, 1873 (36 & 37 Vict. c. 66). *Higginson* v. *Hall* (10 Ch. D. 235) was in point. In that case an order for discovery was made against the guardian *ad litem* of a person of unsound mind. Counsel for the guardian *ad litem* in reply said:—In *Higginson* v. *Hall* (*supra*) no point of the kind was taken, as the order was a consent order. The definition in section 100 of the Judicature Act was only "for the purposes of construction of that Act." He cited *Dyke* v. *Stephens* (29 SOLICITORS' JOURNAL, 638 and 682; 30 Ch. D. 189).

EVANS, P., said that the point raised was a doubtful one, and had never been decided. The rules of the Supreme Court did not apply to the Probate and Divorce Division, and were therefore of no direct assistance, though they might be consulted for guidance in analogous cases. The question he had to decide was whether a guardian *ad litem* who prosecuted a suit on behalf of a person of unsound mind not so found by inquisition could be ordered to give discovery of documents in that suit. The order for discovery which had been made by the registrar in the suit against the husband personally must be discharged, for it was useless to make such an order against a person who might be of unsound mind. The rule of the Divorce Division which dealt with the representation of persons of unsound mind was rule 196. On the point raised in the present case there had been conflicting decisions in the King's Bench and Chancery Divisions. Malins, V.C., in *Higginson* v. *Hall* (*supra*) decided that such an order might be made, and Pearson, J., in *Dyke* v. *Stephens* (*supra*) refused an order for discovery against the guardian *ad litem* of an infant. In *Pink* v. *Sharwood* (*supra*) Eve, J., followed the latter decision in preference to the former; but in the case before Eve, J., the person of unsound mind had been so found on inquisition, and one of his reasons was that the Lords Justices in Lunacy had control of all documents, and might in their discretion disclose them to any interested party. In 1893 rule 29 was added to order 31 of the Rules of the Supreme Court. That rule provided in effect that the guardian *ad litem* of an infant might be ordered to give discovery. If that were right in the case of an infant, he could not see why it should not be applied also to the case of a person of unsound mind not so found by inquisition. He thought it was right that a person who prosecuted a suit for nullity in the Divorce Division on behalf of a person of unsound mind should be compellable to disclose all documents in the same way as if the person on whose behalf the suit was brought was himself prosecuting the suit and was of sound mind. Apart from those general considerations, he thought that it might well be argued that the guardian *ad litem* of a person of unsound mind was a "party to the suit" on the construction of Divorce Rule 196. He accordingly ordered discovery to be made by the guardian *ad litem* of Peter Paspati, the affidavit of documents to be delivered within five days.—COUNSEL, for the guardian *ad litem*, *Bayford*; for the wife, *Victor Russell*. SOLICITORS, for the guardian *ad litem*, *Field, Roscoe, & Co.*; for the wife, *Charles Russell & Co.*

[Reported by C. P. HAWKES, Barrister-at-Law.]

Solicitors' Cases.

Solicitors Ordered to be Suspended.

March 20.—DAVID WATKIN JAMES, Tonypandy, Glam., ordered to be suspended for twelve months.

March 20.—WILLIAM JOHN HART, 60, Great Prescot-street, E., ordered to be suspended for two years.

Solicitors Ordered to be Struck Off the Rolls.

March 20.—JOHN LAWRENCE BELL, 4, Gray's Inn-square, W.C.

March 20.—WILLIAM HENRY CURTIS, Wealdstone, Middlesex.

March 20.—HENRY GEORGE DANGER, 165, Seymour-place, Marylebone.

March 20.—JOSEPH GIBSON, otherwise JOSEPH HEWITSON GIBSON, Carlisle.

March 20.—ROBERT MICHAEL HALL, Salisbury.

March 20.—FREDERICK WILLIAM RICHARDSON, Burton-on-Trent.

Mr. William F. Dewey, the oldest town clerk in London, who is seventy-four years of age, and has been for over forty-five years associated with the parochial and municipal work of Islington, announced his approaching retirement to the members of the Islington Borough Council on the 20th inst.

THE BRITISH LAW FIRE
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Societies.

The Law Society.

A special general meeting of the members of the society will be held in the hall of the society on Friday, the 3rd of April next, at 2 o'clock.

United Law Society.

The annual ladies' night and joint debate with the Lyceum Club was held on Monday, the 23rd of March, at the Law Society's Hall, Chancery-lane, W.C. Mr. S. E. Pocock moved: "That patriotism is inimical to human progress." Mrs. McLaren Brown (visitor) opposed. There also spoke: Mr. A. T. Settle, Mr. B. Bradshaw, Mr. Graham Mould, Miss Dowding (visitor), Miss Bullen (visitor), and Mr. Michelson. The motion was lost by twelve votes. Mr. A. T. Settle moved, and Mr. J. Ball seconded, a vote of thanks to the Council of the Law Society for the use of their hall, and this was carried *nem. con.*

The Union Society of London.

The twenty-first meeting of the 1913-14 session was held at 3, King's Bench-walk, Temple, on Wednesday, the 25th of March, at 8 p.m. The president was in the chair. Mr. Craufurd moved: "That in view of the situation created by the Parliament Act this house would welcome the adoption of the Referendum." Mr. Phillips opposed. There also spoke: Messrs. Counsell, Emery, Barclay, Landers, Steimann, Enness, Safford, Harvey, Coote, Ambrose, Gallop and Thomas. The motion was lost.

Law Association.

The usual monthly meeting of the directors was held on Thursday, the 5th inst., Mr. Mark Waters in the chair. The other directors present were Mr. T. H. Gardiner, Mr. C. F. Leighton, Mr. W. P. Richardson, Mr. J. E. W. Rider, Mr. A. Toovey, Mr. W. M. Woodhouse, and the secretary, Mr. E. E. Barron. A sum of £65 was voted in relief of deserving cases, and other general business transacted.

The Selden Society.

ANNUAL MEETING.

The annual meeting of this society was held on Friday, the 20th inst., in Lincoln's-inn Hall, Lord Haldane, the president, taking the chair. Those present included Lord Justice Buckley, Mr. Justice Joyce, Mr. Justice Rowlatt, Mr. Justice Warrington, Sir Charles Chadwyck-Healey, K.C.B., K.C. (vice-president), Mr. James W. Clark, Mr. A. H. Jessell, K.C., Mr. Robert F. Norton, K.C., Mr. P. Ogden Lawrence, K.C., Sir Frederick Pollock, Bart. (literary director), Mr. W. C. Bolland, Mr. G. Boydell Houghton, the Hon. M. M. Macnaghten, Mr. James G. Wood, Mr. R. W. Cracroft, Mr. W. Paley Baildon, Mr G. H. Hurst, Mr. G. W. Rider (hon. treasurer), and Mr. H. Stuart Moore (secretary).

Lord Haldane moved the adoption of the report and accounts. After dealing with the main features, he said, referring to the publication for this year, Mr. Bolland's edition of the Eyre of Shropshire, that he had had the advantage of reading in proof the result of Mr. Bolland's researches. It was an interesting document, because it shewed what had already appeared from the earlier Eyre books, and there was a procedure the meaning and origin of which was not yet quite clear. These proceedings before the justices in Eyre, apparently, in those days took place by bill or petition. The bills were very unartificial; some of them were drawn apparently by people of very little legal instruction, and they were much less formal documents than the writs which afterwards grew up. For the reason was that the writs issued from the Chancery were only to be got from the clerks, who were skilled in the matters and who were in London, and therefore were not available for

local proceedings, or perhaps there was a direrent procedure founded on the theory that the King was there in the person of his justices, and that the proper mode of addressing him was, on these occasions, by petition. It was difficult to say, but no doubt further research would cast light on these and cognate questions. What he thought most important was that the society should be doing this work. It was difficult to realise what an enormous advance was being made in the methods of legal investigation because of these comparatively modern methods of research. He said comparatively modern, because, although the old lawyers, men like Mr. Justice Willes, knew their year books as well as anybody could know them, they never applied in the fashion of to-day the historical method. The conception of the historical method was foreign to their researches, and the result was that one could not look in the old literature for the clearness which one found in modern books, in such work as a distinguished member of the society present, Sir Frederick Pollock, had done, and as Professor Maitland, of Cambridge, did, and such work as that of the late Professor Ames, of Hartford, who was a colleague of whom they might well be proud. In their common labours they threw quite a new light on the method of studying the common law, and had made those records with which the society was concerned living to an extent which had never before been accomplished. All that had a very important bearing on two things; first of all, it was of great use on occasions, and on important occasions, to modern lawyers. The House of Lords had before them the other day a case which was not yet reported—*Sinclair* v. *Brougham*—the judgments in which, he feared, would fill a rather undue portion of the new volume of Appeal Cases, in which they had to investigate the origin of an action of *assumpsit*, and the foundation of the action for money had and received. The amount of work they had to do in connection with it was very considerable, and he had no hesitation in saying that any value there might be in the judgment was due to the researches of modern writers as well as those of whom he had spoken, who applied the historical method in such a way as to find out the true meaning and foundation of the action. Again, not long since, before the Judicial Committee, there was an action which was reported. It was a case on the Canadian Fishery Law, and there, again, the researches which had to be made by the counsel concerned and by the judges were largely assisted by the modern work which had been done in the light of the historical method. But he went further than the mere matter of the utility of the work of the society. It was becoming a firm conviction with him and one which he did not think would be shaken, that law could not be studied completely without the assistance at some stage of the study of an academic atmosphere; he meant, in other words, that, for the highest training of the lawyer, he must spend part of his time in a University atmosphere. It was there only that one could get the kind of research of which he was speaking. The work that men like Sir Frederick Pollock and Professor Maitland and Mr. Ames had done could not have been done unless they had had, at any rate for a good deal of their time, the life of the University, with the atmosphere of quiet and seclusion which that gave, and not only such quiet and seclusion, but the training which it gave in academical methods. When one came to the writing of text-books, when one came to such work as the Council of Legal Education did through its lecturers, one could not get the same atmosphere that one got in the thoroughly well-equipped faculty of a University. He was far from suggesting that a University training was adequate for bringing into the world really equipped lawyers unless it was supplemented by the other training, but what he did say was that the one was not complete without the other, and that they had too much gone on the principle in the past that lawyers should be trained in the courts and in Lincoln's-inn, the Temple, or Gray's-inn—the Inns of Court. They could be trained in much that was most valuable, but they could not be adequately trained in the wider aspect of the subject of which he had spoken. And if the modern text-books and researches were of a quality far superior to those of the older time, it was because the study of the law, as a University study, had made such enormous advances, and that foundations had been laid on which it was possible to build. He thought those conclusions were very relevant in connection with any ideas which some of them might have about the importance of the system of legal education there. It seemed to him that there was some work the University could do, preliminary work, and that that work ought to be done there, and there alone. What he should like to see was the mind which had been trained in a preliminary and academical school brought there, and then trained in the further stages which were essential before a really qualified practitioner could be turned out. The first principles must be laid in the only possible atmosphere when they were dealing with men engaged in the practice of the profession. One great work the society had done was to bring together Lincoln's-inn, the Temple, and Gray's-inn—the Inns of Court—who were working together, and other people were working together and interesting themselves in London in the production of records which were being brought to the light of day in a way which gave them new meaning. And yet this work was being carried on in close and organic connection with what was being done in the Universities. It was the work that was done in the Universities that fitted in with the work that the editors of the Selden Society records had been engaged in, and which had enabled them to produce a set of legal books of which they might well be proud. It was very much to the good that the same spirit was being shewn across the Atlantic. Harvard and Columbia Universities were working in the same spirit, and the result was that light was being thrown on the law in enormous quantities, and in a fashion that had never been done before. Therefore he felt that what had been illustrated in the report of the Selden Sociey represented something that had a close practical bearing on the law for its application in the courts and in the chambers of conveyancers, and also for the Univereities, where it formed a great and important branch of academic training. He felt that in the Selden Society there was that larger spirit which took account of the historical method and brought to bear upon the study of the law the atmosphere of learning. He did not mean merely the dry learning of a special subject, but the learning which came from the training in a series of higher subjects. And, because the Selden Society was doing that work, he thought it ought to be a matter of congratulation to them that they found it prospering, and that, as the report shewed, it was in a position to do still further and equally valuable work with that which had been done in the past.

The motion was carried. Mr. Justice Warrington's nomination as vice-president was agreed to. Mr. S. O. Addy, Mr. Boydell Houghton, Professor Courtney Kenny, and Mr. T. Cyprian Williams, who retired from the council in rotation, were re-elected, and Mr. Justice Joyce was elected in the place of Mr. Justice Warrington. His Honour Judge Lock and Dr. Edwin Freshfield were also elected in place of the Master of the Rolls and Mr. C. A. Russell, K.C., who had resigned. A vote of thanks to Mr. Justice Joyce for his services as vice-president during the past three years was adopted, on the motion of Lord Haldane, seconded by Sir Charles Chadwyck-Healey. On the motion of Lord Justice Buckley, seconded by the Hon. M. M. Macnaghten, a vote of thanks was given to Sir Frederick Pollock and Professor Vinogradoff, the literary directors, and to the other officers of the society; and a vote of thanks for the use of the chamber was adopted, on the motion of Mr. Boydell Houghton, seconded by Mr. R. W. Cracroft.

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G. H. MAYNE, *Secretary.*

The Herefordshire Incorporated Law Society.

The annual general meeting of this society was held at the Law Institution on Thursday, the 26th of February, 1914, Mr. A. D. Steel (president) in the chair. Mr. D. T. Jeffreys was elected president of the society, Mr. P. W. Leighton Earle vice-president, and Mr. J. R. Symonds honorary secretary and treasurer of the society for the ensuing year.

The following committee was elected:—Messrs. D. Allen, H. R. Armstrong, W. T. Carless, F. S. Collins, W. J. Humfrys, M. J. G. Scobie, E. P. Lloyd, R. Masefield, E. L. Wallis, A. D. Steel, and F. H. Leather.

The following are extracts from the report of the committee:—

Members.—The number of members at the commencement of this year was sixty-three.

Conditions of Sale.—These have been reprinted without any alteration. A question was submitted to the committee as to whether, under general condition No. 22, it was obligatory on a purchaser to take to an existing insurance, and they expressed the opinion that it was obligatory, although in practice it was commonly treated as optional. The attention of the committee was drawn to a condition used at a large sale in Hereford under which a purchaser under £250 in value had to pay for an abstract if required by him, but if no abstract were supplied the conveyance was to be prepared by the vendor's solicitor at a cost to the purchaser of £4 4s. in addition to stamps. The committee expressed strong disapproval of such condition.

The Circuit System.—It having been intimated that the Royal Commission were prepared to receive the evidence of one witness from this locality, the committee invited Mr. James Corner to do so, and he very kindly attended before the Commission and gave very valuable evidence in favour of no alteration being made in the present system of holding the assizes.

Land Transfer.—The committee were invited by the Law Society to express an opinion upon the Lord Chancellor's Bills which are to be proceeded with in the present session. The main principles on which the Bills are founded are those which have already been approved by this society and the Associated Provincial Law Societies at their meeting on the 15th of January resolved to recommend "that the principles embodied in the Bills be supported by the profession subject to the suggestion made by the Council of the Law Society that the two Bills be incorporated into one." The committee concur in this resolution, and they note with satisfaction that no attempt is to be made to extend the system of compulsory registration. In fact, they feel that the society, indeed, the whole profession, may be congratulated on the present condition of the land transfer agitation. Lord Haldane, the first real property lawyer who has occupied the Woolsack for over a quarter of a century, has realized the truth of the remark of the Royal Commission that "up to the present time the effect of compulsory registration with a possessory title in London has been to place a purchaser under a disadvantage as compared with a purchaser elsewhere"; and he has further followed their suggestion that the system should be first amended and the amended system afforded a

fair trial before any attempt is made to enlarge the compulsory area. Solicitors practising in the country may congratulate themselves on the success of their sustained opposition to the various schemes for forcing a system of compulsory registration on the country which have been constantly before Parliament during the last quarter of a century—an opposition which has been both expensive and arduous, but it has saved the provinces from the burden of a system that has proved so vexatious and costly in the metropolis. This society may with legitimate pride remind its members that it is to the amendment in the Bill, which afterwards became the Land Transfer Act, 1897, and which was forced upon the Government by the late Mr. Radcliffe Cooke, the M.P. for Hereford, that in great meaure is due the defeat of all the attempts to extend the area beyond the boundaries of the county of Middlesex.

Poor Man's Lawyer Associations.—This subject has been before the committee, regulations dealing with such associations having been approved by the Council of the Law Society and the Bar Council. Mr. H. Greenwood Wrigley, of Manchester, who is taking a great interest in the movement, sent full details for forming such an association, but the committee feel that in this locality there is no difficulty in a poor man getting adequate legal assistance.

Law Students' Journal.

LAW STUDENTS' DEBATING SOCIETY.—At a meeting of the society, held on the 24th of March, 1914 (Mr. W. S. Jones in the chair), the subject for debate was "That the case of *Holl* v. *Knight & Baxter* (1913, P. 1) was wrongly decided." Mr. G. R. H. Tildesley opened in the affirmative, Mr. J. H. Lockwood seconded in the affirmative; Mr. H. G. Meyer opened in the negative, Mr. R. Leather seconded in the negative. The following members also spoke: Messrs. H. K. Turner, M. C. Batten, A. J. Long, R. T. Davies, F. D. Lenton, W. M. Pleadwell, and H. E. Girling. The motion was lost by three votes.

BIRMINGHAM LAW STUDENTS' SOCIETY.—A meeting of the above society was held at the Law Library, Bennetts Hill, Birmingham, on Tuesday, 24th of March, at 6 p.m., J. J. Pritchard, Esq., in the chair. The following moot point was discussed:—"A. & Co., a firm of motor dealers, sold to B a motor-car under a hire-purchase agreement which provided that the price should be paid by three monthly instalments, and that until paid for the car should remain the property of A. & Co., but on payment of the price plus 1s. it should become the property of B. By the agreement B undertook to pay the full price in any event, and the agreement contained a clause that he might return the car at any time within the three months, and A. & Co. would allow him the then market value of the car, but not more than the balance owing. The agreement also contained a clause that B. should register the car with the proper authority in pursuance of the Motor Car (Registration and Licensing) Order 1903 made by Local Government Board in pursuance of section 7 of the Motor Car Act, 1903. He did so, and within a few days sold the car to C., producing the certificate of registration as evidence of ownership. C. bought in good faith, and without notice of A. & Co.'s rights under the agreement. Can A. & Co. recover the car from C. in detinue or its value for conversion?" Mr. D. A. Daniels opened in the affirmative, and was supported by Messrs. A. G. Rollason, E. E. Brown, W. L. Roberts, A. W. Fullwood, and C. H. Cox. Mr. B. B. Atkinson opened in the negative, and was supported by Messrs. C. E. Shelly, O. L. Bergendorff, W. N. C. Clark, F. A. Sobey, and H. W. Stanton (B.A.). After the chairman had summed up, the question was put, and the voting resulted—affirmative, 4; negative, 11.

Companies.

The Solicitors' Law Stationery Society, Ltd.

The twenty-fifth annual general meeting of the Solicitors' Law Stationery Society, Ltd., was held at the head offices of the society on Monday, the 23rd inst., Mr. W. Arthur Sharpe in the chair. The directors' report stated that the sales had increased during last year from £76,056 in 1912 to £77,110, and that the net profit amounted to £6,222 9s. 11d., against £7,820 11s. 1d. in 1912. The dierctors recommended a dividend at the rate of 10 per cent. per annum, free of income tax, a bonus to customers, and a distribution under the profit-sharing scheme amongst the staff, in accordance with the articles of association. The dividend was approved, £1,500 was added to the reserve account, and £1,734 12s. 9d. was carried forward.

The Chairman, in moving the adoption of the report, referred to the loss the society had sustained through the death of Mr. W. B. Pritchard, who had been a director since the year 1903, and stated that Sir Melvill Beachcroft had been appointed a director to fill the vacancy. He stated that the year had been a good one, though not so good as the record one which preceded it. He attributed the falling-off in profit to the removal of the machinery department at the works, the reduction in the working hours from 52 to 50 per week, and to the printing being less profitable than in the preceding year. He mentioned that the issue of 5,000 shares at a premium of 10s. per share made in June last was applied for more than one and a half times over. The premium received upon the issue amounting to £2,500, less the small expense attendant upon it, had been placed to reserve, which would bring it up to nearly £20,000. The retiring directors, Mr. Edward Arthur Bonnor-Maurice and Mr. William Arthur Sharpe, were re-elected, and the meeting closed with a vote of thanks to the chairman.

Legal News.

Appointment.

Mr. H. W. W. WILBERFORCE, stipendiary magistrate at Bradford, has been appointed to be a metropolitan police magistrate, to fill the vacancy caused by the resignation of Mr. Baggallay. Mr. Herbert William Wrangham Wilberforce has been a stipendiary magistrate at Bradford since 1908. He is a son of Mr. Edward Wilberforce, of the Manor House, St. Margaret's, Ware, Herts, and was born in 1864. He was educated at Downing College, Cambridge, and was called to the bar by the Inner Temple in 1888, afterwards practising on the North-Eastern Circuit.

Changes in Partnerships.

Dissolutions.

RICHARD WALTER FORREST and FREDERICK GORDON TWEED, solicitors (Forest & Tweed), Gainsborough, in the county of Lincoln. Feb. 14. The said Richard Walter Forrest will continue to carry on the business in his own name. [*Gazette*, March 20.

EDWARD HOBBS and SEPTIMUS BRUTTON, solicitors (Hobbs & Brutton), 124, High-street, Portsmouth, and The Square, Petersfield, Hants. June 30. So far as regards the said Edward Hobbs, who retires from the firm; the said Septimus Brutton will continue the said business under the present style or firm of Hobbs & Brutton.

WILLIAM EDMUND SLAUGHTER, the late EDWARD COLEGRAVE, and EDWARD JOSEPH SLAUGHTER, solicitors (Slaughter & Colegrave), The Clock House, No. 7, Arundel-street, Strand. June 27. So far as regards the said Edward Colegrave; the said William Edmund Slaughter and Edward Joseph Slaughter will continue the said business under the present style or firm of Slaughter & Colegrave.

[*Gazette*, March 24.

Change of Address.

Messrs. A. M. COHN & Co., solicitors, of 20, Great Winchester-street, London, E.C., inform us that, owing to the rebuilding of their present offices, their address on and after 23rd of March will be 52, New Broad-street, E.C. Their telephone numbers will be London Wall, 2657, 8074.

FUNDS £21,500,000 **REVENUE** £2,400,000.

Scottish Widows Fund

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BONUS DECLARATION.

The Directors have resolved to declare a Compound Bonus for the Five Years 1909-13 at the rate of

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Information Required.

WILLIAM HAMILTON CODRINGTON NATION, deceased, late of Rockbeare, Devon; 19, Queen's-gate, S.W.; and 2, Ryder-street, St. James'; often residing at Lord Warden Hotel, Dover, and Hotel du Louvre, Paris. To solicitors, bankers and others. Any person having charge of a will or other testamentary disposition of the above named deceased, who died on the 17th of March, 1914, is requested to be good enough forthwith to communicate with either Messrs. Rawle, Johnstone, & Co., 1, Bedford-row, London, W.C.; or Messrs. Dunn & Baker, of Exeter, solicitors for the heir-at-law and next-of-kin of the said William Hamilton Codrington Nation.

General.

Mr. Boyton has introduced in the House of Commons a Bill to provide for the establishment of a register of persons practising as auctioneers or estate agents dealing with real estate, and for other purposes connected therewith.

At Marlborough-street Police Court on Wednesday Leon Levine, Harry Arnold, and Joseph Lasky were each fined £10, with the alternative, in default of distress, of a month's imprisonment, for not complying with the provisions of the Auctioneers Act, 1845, which require that when an auctioneer sells by public auction there shall be a notice in the room stating his name and address. The offence was committed at an auction of cheap jewellery, pictures, etc., conducted by the defendants on some premises in Oxford-street.

Lord Haldane has declined the nomination to the Chancellorship of Aberdeen University, rendered vacant by the death of Lord Strathcona. Lord Haldane has informed a representative of the *Times* that he is now Chancellor of Bristol University, and that his present official duties are too heavy to permit of his accepting the offer made to him by the Aberdeen University Council, and he mentioned that he has already refused the rectorships of two Scottish universities for the same reason. Lord Haldane added that he has given this explanation of his inability to accept the Chancellorship to the Council of the university.

At the meeting of the Northamptonshire County Council on the 19th inst. the chairman, Mr. S. G. Stopford Sackville, said that in the House of Commons on the following Thursday a proposal was to be made in a Local Government Provision Orders Bill to take out of certain not over-populous counties great centres of population. That, he believed, would be a great blow at the system of county government. Sir Ryland Adkins, M.P., said the real point was that county councils, as a different type of local government from county boroughs, but equally valuable, should be allowed to exist side by side. It was of the highest importance that the authority and continuance of the county councils, which drew their strength from towns and villages, should be maintained unimpaired.

In the Bath County Court on the 19th inst. a point arose in a compensation case as to whether the applicant's foot was permanently twisted as the result of an accident at his work, or whether he was merely suffering from a nervous condition of mind. To test the matter Judge Gwynne James sent for a medical referee, who, along with the doctors on both sides, put the applicant under chloroform, with the result that the muscles of the foot immediately relaxed. His Honour, however, gave judgment for the applicant for a weekly sum, on the ground that the man's mental derangement was the consequence of the accident. This was the first time, he said, he had known of such an experiment being made in court. It should not be attempted if there were the slightest risk, especially if the man was not properly prepared for taking an anæsthetic.

Before Alderman Sir John Baddeley, at Guildhall, last Saturday, Thomas Braybrooks, forty, a sawyer, was charged with wilfully breaking, by means of a gauge, a glass panel in a door on the second floor of 106, Bishopsgate, the office of Mr. John Mills, solicitor. The prisoner gave himself up to the police, to whom he made a long, rambling statement, the effect of which was that Mr. Mills had defrauded him of property left by relatives. Mr. Mills said :—"There is absolutely no truth in the man's statement. A client of mine owned certain property which the prisoner has claimed, and I have taken counsel's opinion on the matter. The prisoner declines to proceed in the usual manner, and is continually breaking my windows. He has been here twice before on a similar charge to this." Braybrooks, who asked whether it was any use asking the Law Society to take his case up, was sent to prison for a month.

Reginald Mason, described as a secretary, was charged, at Birmingham Assizes on the 20th inst., with forging a deed, purporting to be a lease of a piece of land and dwelling-house known as 16, Portland-place, Brighton, granted by John Burgess, of Burgess Hill, Sussex, to the prisoner for the term of ninety-nine years, and with uttering the deed knowing it to be forged. Mason had advertised for a secretary with some capital for a company dealing with real estate. Mr. Edward Hodgkinson, a Birmingham solicitor, replied, stating he had about £1,000. Nothing came of an interview between Mr. Hodgkinson and the prisoner, but later the former was asked for a loan of £200 on the security of the Brighton lease. Thinking the deed was genuine, he gave Mason a cheque for £150, but subsequently the deed was found to be a forgery. The prisoner, giving evidence on his own behalf, said that the deed of the Brighton property was prepared by a solicitor named Price, who was subsequently arrested for misappropriation. So far as he knew the deed was perfectly in order. Mason was sentenced to seven years' penal servitude.

In the course, says the *Times*, of the hearing on Wednesday of a motion, in *Re Cohen*, by the trustee in bankruptcy to set aside the assignment by the bankrupt of his leasehold premises and business to his son on the ground that it was fraudulent and void under the statute 13 Eliz. c. 5, some correspondence was put in evidence, and there was no copy of the correspondence for the judge. Mr. Justice Horridge said: When sitting in bankruptcy I have complete jurisdiction over the costs. In my opinion, when on a motion in bankruptcy, which is equivalent to an action in the King's Bench Division, it is intended to use and put in evidence correspondence, a copy of the correspondence should be prepared and supplied for the use of the judge. I have ample jurisdiction to allow the costs of the copy correspondence. Mr. Drysdale Woodcock appeared for the motion, and Mr. J. W. Jones for the son. Solicitors, Messrs. Leslie Williams & Alder, Messrs. Bishop Fenton-Jones.

WHY PAY RENT? Take an Immediate Mortgage free in event of death from the SCOTTISH TEMPERANCE LIFE ASSURANCE CO. (LIMITED). Repayments usually less than rent. Mortgage expenses paid by the Company. Prospectus from 3, Cheapside, E.C. 'Phone 6002 Bank.—(Advt.)

HERRING, SON & DAW (estab. 1773), surveyors and valuers to several of the leading banks and insurance companies, beg to announce that they are making a speciality of valuations of every class of property under the Finance (1909-10) Act, 1910. Valuation offices: 96, Cheapside, E.C., and 312, Brixton-hill, S.W. Telephone: City 377; Streatham 130.—(Advt.)

Members of the legal profession who are not already familiar with the Oxford Sectional Bookcase are invited to look into the merits of a bookcase combining handsome appearance, high-class workmanship, and moderate cost. The "Oxford" is probably the only dust-proof sectional bookcase obtainable. An extremely interesting booklet containing illustrations and prices may be obtained, post free, from the manufacturers, William Baker & Co., The Model Factory, Oxford.—(Advt.)

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 1	Mr. Justice JOYCE.	Mr. Justice WARRINGTON.
Monday Mar. 30	Mr. Leach	Mr. Jolly	Mr. Goldschmidt	Mr. Bloxam
Tuesday 31	Goldschmidt	Greswell	Bloxam	Jolly
Wed., April 1	Borrer	Bloxam	Farmer	Synge
Thursday 2	Synge	Goldschmidt	Church	Farmer
Friday 3	Farmer	Leach	Greswell	Church
Saturday 4	Church	Borrer	Leach	Goldschmidt

Date.	Mr. Justice NEVILLE.	Mr. Justice EVE.	Mr. Justice SARGANT.	Mr. Justice ASTBURY.
Monday Mar. 30	Mr. Borrer	Mr. Church	Mr. Greswell	Mr. Synge
Tuesday 31	Leach	Farmer	Church	Borrer
Wed., April 1	Greswell	Goldschmidt	Leach	Jolly
Thursday 2	Jolly	Leach	Borrer	Bloxam
Friday 3	Bloxam	Borrer	Synge	Goldschmidt
Saturday 4	Synge	Greswell	Jolly	Farmer

The Property Mart.

Forthcoming Auction Sales.

April 2.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2: Reversions. Policies and Shares, (see advertisement, back page, this week).

April 7.—Messrs. HARRODS, LTD., at the Mart, at 2: Leasehold Town Houses (see advertisement, back page, March 14).

April 7.—Messrs. HAMPTON & SONS, at the Mart, at 2: Leasehold House (see advertisement, back page, March 21).

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Mar. 20.

COSMOPOLITAN PROPRIETARY LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims to Harry Milner Willis, 24, Walbrook, liquidator.

L. V. GARLAND, LTD.—Creditors are required, on or before May 1, to send their names and addresses, and the particulars of their debts or claims, to Hugh Limebeer, 65, London Wall, liquidator.

PRINGLE'S (ZETLAND ROAD) PICTURE PALACE, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Mr. Clare Smith, Exchange Chambers, Bristol, liquidator.

STANDARD DYE AND COLOUR CO, LTD.—Creditors are required, on or before April 21, to send their names and addresses, and the particulars of their debts or claims, to Mr. W. Lucon Threlford, 120, London Wall, liquidator.

TURKISH TOBACCO GROWERS, LTD.—Creditors are required on or before April 30, to send in their names and addresses, and the particulars of their debts or claims, to Mr. Charles Henry Nevill, 1 and 2, Great Winchester st, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Mar. 24.

GUDLUK POLISH CO, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Mr. Herbert Edward Taylor, 371, Lord st, Southport, liquidator.

INTERNATIONAL PATENT FUEL SYNDICATE, LTD.—Creditors are required, on or before April 6, to send their names and addresses, and the particulars of their debts and claims, to Arthur Taylor, Thames House, Queen Street pl, liquidator.

J SMITH & SON, LTD.—Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts of claims to John Henry Trease, Parade chmbrs, South Parade, Nottingham, liquidator.
PERIODICAL DEVELOPMENT SYNDICATE, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before April 30, to send in their names and addresses, and the particulars of their debts or claims, to Mr. D. L. Honeyman, 18, St Swithin's ln, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette—FRIDAY, Mar. 20.

W. POTTER & SONS, LTD.
AUSTINS (MANCHESTER), LTD.
CLAYTON BROS, LTD.
NARDINI, LTD.
ST PANCRAS GARAGE CO, LTD
STAN-MYLN FLOUR, LTD.
CAMPBELLS (LEEDS), LTD.
WEST CARBERY COPPER ESTATES, LTD.
BIRMINGHAM GUILD, LTD.
CAMBRIDGE ELECTRIC THEATRE, LTD.
FRANCO-SPANISH FINANCE CO, LTD.
PORT TALBOT AND ABERAVON CONSTITUTIONAL CLUB CO, LTD.
MIDAS STEEL AND ENGINEERING CO, LTD.
CENTRAL CHAMOIS CO, LTD.
CEYLON RUBBER, TEA AND GENERAL PRODUCE CO, LTD.
TURKISH TOBACCO GROWERS, LTD.
L. V. GARLAND, LTD.
LOUIS COWEN & CO, LTD
HURONIAN BELT SYNDICATE, LTD.
MILTON PRESS, LTD.
NETTLESHIP & CO, LTD.
H. D. SPEEDY & CO (SUCCESSORS), LTD.
COPPEN BROS & CO.
ROTOPLUNGE PUMP CO, LTD.
A. C. TYRE CO, LTD.
CO-OPERATIVE INSTITUTE SOCIETY, LTD.

London Gazette.—TUESDAY Mar. 24.

NEWELLITE GLASS TILE CO, LTD.
RAMBLER FISHING CO, LTD.
CONSALL MILLS, LTD.
BUSINESS ORGANISERS, LTD.
LONDON AND SOUTH COAST MOTOR SERVICE, LTD.
BISHOP & STONIER, LTD.
MARKET DRAYTON BREWERY CO, LTD.
SANDWELL PARK COLLIERY CO, LTD.
GROSVENOR STREET PROPERTIES, LTD.
RILEY BROS, LTD.
INTERNATIONAL PATENT FUEL SYNDICATE, LTD.
WOLCOT, LTD
BOUDOIR TEA ROOMS, LTD.
A. B. HAMPSON & CO, LTD.
CHRIS. MARTIN, LTD.

Bankruptcy Notices.

London Gazette.—TUESDAY, Mar 17.

FIRST MEETINGS.

ATKINSON, ARTHUR, Nelson, Lancs, Athletic Outfitter Mar 25 at 12 Off Rec, 13, Winckley st, Preston
BILLINGTON, JOHN, Great Harwood, Lancs, Clogger Mar 25 at 11 Off Rec, 13, Winckley st, Preston
BOADLE, ALFRED, Whitehaven, Cumberland, Innkeeper Mar 25 at 12.30 Court House, Whitehaven
CAMDEN, ERNEST KINSLEY, Abergavenny, Cycle Dealer Mar 25 at 3 Off Rec, Nevill Rooms, Nevill st, Abergavenny
CHADWICK, ARTHUR, Nelson, Lancs, Grocer Mar 25 at 11.30 Off Rec, 13, Winckley st, Preston
DAVIES, JOHN, and JOHN HISLOP SCOTT, Ystradgynlais, Brecon, Builders Mar 26 at 11 Off Rec, Government bldgs, St. Mary's st, Swansea
DIMCOCK, A L, and Co, Victoria st, Boot and Shoe Dealers Mar 26 at 12 Bankruptcy bldgs Carey st
FABEY, REGINALD AMBROSE, St Quinton av, North Kensington, Medical Practitioner Mar 26 at 11 Bankruptcy bldgs, Carey st
FEAR, FREDERICK HENRY, Treorchy, Glam, Collier Mar 26 at 11.15 Off Rec, St Catherine's chmbrs, St Catherine st, Pontypridd
HAWKE, FLORENCE ADA, Fewquay, Cornwall Mar 28 at 12 Off Rec, 12, Princes st, Truro
HAYNES, JAMES SHELDON, Egremont, Chester, Company Promotor Mar 26 at 11 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
HENDERSON, MATTHEW, Bradford, Photographer Mar 26 at 11 Off Rec, 12, Duke st, Bradford
HIRD, JAMES, Durham, Grocer Mar 26 at 2 Off Rec, 3, Manor pl, Sunderland
HOLDEN, ELIZA, Barnsley Mar 25 at 10.30 Off Rec, County Court Hall, Regent st (East gate Entrance), Barnsley
HOLLOWAY, EDWARD THOMAS, Essex ct, Temple, Barrister at Law Mar 30 at 1 Bankruptcy bldgs, Carey st
HORNE, HARRY, Paul st, Finsbury, Company Director Mar 30 at 12 Bankruptcy bldgs, Carey st
HOWARD, FREDERICK THOMAS, Great Yarmouth, Baker Mar 25 at 12 Off Rec, 8, King st, Norwich
HOWARTH, HENRY HULME, Fulwood, nr Preston, Timber Merchant Mar 25 at 10.30 Off Rec, 13, Winckley st, Preston
KAY, LAZARUS, Manchester, Ladies Tailor Mar 25 at 3 Off Rec, Byrom st, Manchester
KIRKPATRICK, Capt H. F., Belgrave rd Mar 25 at 1 Bankruptcy bldgs, Carey st
KRAMER, MORRIS & CO, Vallance rd, Whitechapel, Trimmings Sellers Mar 31 at 11 Bankruptcy bldgs, Carey st
LAVERY, JOSEPH, Frizington, Cumberland, Iron Ore Miner Mar 25 at 12.30 Court House, Whitehaven
MAXWELL, JAMES, Swansea, Draper Mar 26 at 12 Off Rec, Government bldgs, St Mary st, Swansea
MEGSON, JOHN, Bedale, Yorks, Cabinet Maker Mar 27 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough
MILLAR, ROBERT, Hither Green, Lewisham, Hairdresser's Manager Mar 25 at 11.30 Bankruptcy bldgs, Carey st
MOLLOY, BYRAN JOHN, Hastings Mar 25 at 2 30 Off Rec, 12A, Marlborough pl, Brighton
NICHOLL, FRANCIS WILLIAM, Norton, Hereford, Solicitor Mar 25 at 4.15 Off Rec, 11, Copenhagen st, Worcester
NICOL, ROBERT HENRY, Erith, Kent Mar 30 at 11 Bankruptcy bldgs, Carey st
PAGE, JOHN CHAMBERS, Wootton Bassett, Wilts, Relieving Officer Mar 26 at 12 Off Rec, 38, Regent cir, Swindon
PEACOCK, HARRY, Rushden, Northampton, House Decorator Mar 26 at 11.30 Off Rec, The Parade, Northampton
PHILLIPS, FRANCIS JOHN, Brighton, Agent Mar 25 at 3 Off Rec, 12A, Marlborough pl, Brighton
PINE, EDWARD JOHN VINTON, Bristol, Outdoor Beerhouse Keeper Mar 25 at 12 Off Rec, 26, Baldwin st, Bristol
SELLICK, SEBASTIAN JAMES, Weston super Mare, Tailor Mar 25 at 11.30 Off Rec, 26, Baldwin st, Bristol
SEYMOUR, ROBERT SHIRLEY, Fulham, Jobbing Builder Mar 26 at 11 Bankruptcy bldgs, Carey st
SMITH, SYDNEY CHARLES, Darlington, Motor Engineer Mar 27 at 12 Off Rec, Court chmbrs, Albert rd, Middlesbrough
STORMONT, ARTHUR W, Gt Winchester st, Financier Mar 27 at 11 Bankruptcy bldgs, Carey st
TEMPLE, GRENVILLE EDWIN, Scorrier, Cornwall Mar 28 at 11 Off Rec, 12, Princes st, Truro
THURSTON, GEORGE JAMES, jun, Lowestoft, Carting Contractor Mar 25 at 12.30 Off Rec, 8, King st, Norwich
TOSH, H S, Queen Victoria st, Merchant Mar 26 at 12 Bankruptcy bldgs, Carey st
TRIMBACK, EUGEN, Wadeck rd, Shepherd's Bush, Motor Car Dealer Mar 27 at 12 Bankruptcy bldgs, Carey st
WARNER, JAMES ALFRED, Cradley, Hereford, Builder Mar 25 at 3.30 Off Rec, 11, Copenhagen st, Worcester
WEBSTER, EDMUND, Wardlow, Derbyshire, Farmer Mar 25 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

ADJUDICATIONS.

AMBROSE, WILLIAM, Fetwell, Norfolk, Farmer Norwich Pet Mar 13 Ord Mar 13
BOOTH, WILLIAM ERNEST, and ALBERT ERNEST BOOTH, Ventor, I of W, Bakers Newport Pet Feb 20 Ord Mar 20
BROAD, GEORGE, Abingdon, Berks, Decorator Oxford Pet Mar 13 Ord Mar 13
BUTLIN, SAMUEL, Welton, Northampton, Farmer Northampton Pet Mar 13 Ord Mar 13
DAVIES, ROBERT, Corwen, Merioneth, Tailor Wrexham Pet Mar 11 Ord Mar 11
FEAR, FREDERICK HENRY, Treorchy, Glam, Collier Pontypridd Pet Mar 12 Ord Mar 12
FIXTER, CLARA, Woodhall Spa, Lincoln Lincoln Pet Mar 14 Ord Mar 14
FORTNER, CARL LUDWIG, Mitcham, Surrey, Paper Maché Worker Croydon Pet Mar 13 Ord Mar 13
FOX, GEORGE EDWARD, Anerley Park, Anerley, Journalist High Court Pet Jan 13 Ord Mar 13
FRANKLIN, EDWARD, Gloucester, Carpenter Gloucester Pet Mar 14 Ord Mar 14
GOODMAN, JOSEPH, Vauxhall Bridge rd, Tyre Specialist High Court Pet Nov 14 Ord Mar 13
HENDERSON, MATTHEW, Bradford, Photographer Bradford Pet Mar 13 Ord Mar 13
HOLDEN, ELIZA, Barnsley Barnsley Pet Mar 12 Ord Mar 12
HOPE-JOHNSTONE, GEORGE GRANVILLE, St James' st High Court Pet Dec 22 Ord Mar 13
JAMES, THOMAS, Swansea, Tailor Carmarthen Pet Mar 14 Ord Mar 14
JOHNS, ANTHONY LEATON SHIELDS, Gainsborough, Engineer Lincoln Pet Mar 10 Ord Mar 10
MAXWELL, JAMES, Swansea, Draper Swansea Pet Feb 28 Ord Mar 12
MILLAR, ROBERT, Hither Green, Lewisham, Hairdresser's Manager High Court Pet Mar 13 Ord Mar 13
MOODY, CLAUDE MALCOLM, Hermit rd, Canning Town, Butcher High Court Pet Dec 31 Ord Mar 14
MORRIS, GEORGE REGINALD, HAROLD ARTHUR SHEMELD, and WILLIAM EDWARD WILDE, Northampton, Shopfitters Northampton Pet Jan 30 Ord Mar 14
NICHOLL, FRANCIS WILLIAM, Norton, Herefordshire, Solicitor Worcester Pet Mar 7 Ord Mar 13
O'CONNOR, THOMAE, Caerau, nr Bridgend, Colliery Haulier Cardiff Pet Mar 13 Ord Mar 13
ONGLEY, FREDERICK WILLIAM, Liverpool, General Draper Liverpool Pet Feb 25 Ord Mar 12
PHILLIPS, FRANCIS JOHN, Brighton, Sussex, Agent Brighton Pet Feb 19 Ord Mar 13
PHILLIPS, JAMES, Nantymoel, Glam, Colliery Labourer Cardiff Pet Mar 12 Ord Mar 12
PLEWS, JACOB ROBINSON, Middlesbrough, Steam Hauling Contractor Middlesbrough Pet Mar 13 Ord Mar 13
RIGBY, JOHN, Ashton in Makerfield, Lock and Hinge Manufacturer Wigan Pet Mar 14 Ord Mar 14
RYCROFT, WALTER, Manchester Manchester Pet Jan 22 Ord Mar 12
SEYMOUR, ROBERT SHIRLEY, Fulham, Jobbing Builder High Court Pet Mar 13 Ord Mar 13
SHEPHERD, JOHN GEORGE, Aberavon, Labourer Neath Pet Mar 13 Ord Mar 13
STAPLETON, ETHEL, Woodhall Spa, Lincs Lincoln Pet Mar 14 Ord Mar 14
TOSH, HERBERT STANLEY, Queen Victoria st, Merchants High Court Pet Mar 10 Ord Mar 14
TYRER, CHARLES ALSTON, Piccadilly High Court Pet Oct 28 Ord Mar 12
WARNER, JAMES ALFRED, Cradley, Hereford, Builder Worcester Pet Mar 12 Ord Mar 12
WESTON, ARTHUR WILLIAM, Cardiff, Credit Draper Cardiff Pet Feb 16 Ord Mar 12

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

LICENSES INSURANCE.

SPECIALISTS IN ALL LICENSING MATTERS.

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Suitable Clauses for insertion in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

POOLING INSURANCE.

X **The Corporation also insures risks in connection with FIRE, CONSEQUENTIAL LOSS, BURGLARY, WORKMEN'S COMPENSATION, FIDELITY GUARANTEE, THIRD PARTY, &c., under a perfected Profit-sharing system.** X

APPLY FOR PROSPECTUS.

London Gazette—FRIDAY Mar 20.

RECEIVING ORDERS.

ALTY, ROBERT, Liverpool, Fruiterer Liverpool Pet Mar 17 Ord Mar 17

ANDREWS, WILLIAM, Penrhiwceiber, Glam, Fish Salesman Pontypridd Pet Mar 18 Ord Mar 18

BELFIELD, THOMAS, Rainow, Chester, Farmer Macclesfield Pet Mar 14 Ord Mar 14

BENNETT JAMES COOPER, Newcastle under Lyme, Coal Merchant Hanley Pet Mar 18 Ord Mar 18

BRANDON & Co, H, Virginia rd, Bethnal Green, Mineral Water Manufacturers High Court Pet Feb 26 Ord Mar 17

BRASSINGTON, MATTHEW, Ashton under Lyne, Salt Dealer Ashton under Lyne Pet Mar 4 Ord Mar 17

BURNE, JONATHAN, Kirkby Thore, Westmoreland, Coal Merchant Kendal Pet Mar 17 Ord Mar 17

CALVERT, FREDERICK, Downham rd, Hackney, Cabinet Maker High Court Pet Mar 17 Ord Mar 17

CARTER, HARRY WILLIAM W, Clarence Gate gdns, Regent's Park High Court Pet Feb 19 Ord Mar 17

CUNNINGHAM, CHARLES SALT, Lancaster, Confectioner Preston Pet Mar 17 Ord Mar 17

CUNNINGHAM, SONS, & Co, R S, Martin's ln, Iron Merchants High Court Pet Feb 24 Ord Mar 17

DUNKIN, THOMAS, Farnham Royal, Bucks, Corn Dealer Windsor Pet Mar 16 Ord Mar 16

DUNNING, PERCY, Bolton, Painter Bolton Pet Mar 18 Ord Mar 18

ELIAS, ALFRED, Liverpool, Barrister at Law Liverpool Pet Jan 13 Ord Mar 17

FARMER, HAROLD HARDY, and HENRY FRANCIS CLARKE, Nottingham, Box Makers Nottingham Pet Mar 6 Ord Mar 17

FOLKARD, NOAH, Scarborough, Tailor Scarborough Pet Mar 16 Ord Mar 16

GALGEY, REGINALD CHARLES, Sheffield, Physician Sheffield Pet Mar 17 Ord Mar 17

GARFORTH, BETTY, and BERTHA WHITEHEAD, Manchester Manchester Pet Mar 5 Ord Mar 18

HARRIS, OSMOND, Newport, Mon, Clerk Newport, Mon Pet Mar 17 Ord Mar 17

HARRISON, WILLIAM J, Eastleigh, Hants, Ladies' Outfitter Southampton Pet Feb 23 Ord Mar 16

KINGSTON, ARTHUR, Manchester, Advertising Agent Manchester Pet Feb 11 Ord Mar 16

LAWRENCE, ANDREW, Cardiff, Photographer Cardiff Pet Mar 17 Ord Mar 17

LE HUQUET, JEAN, Cardiff, Fruit Salesman Cardiff Pet Mar 5 Ord Mar 17

LEWIS, WILLIAM HERBERT, Clifton, Bristol, Engineer Bristol Pet Mar 5 Ord Mar 16

LONDON AND COUNTY SPORTS SUPPLY CO, Woodford rd, Forest Gate, Cycle Dealer High Court Pet Dec 11 Ord Mar 18

LONDON, SIMON, Sheffield, Plumber Sheffield Pet Mar 16 Ord Mar 16

MORGAN, JOHN THOMAS, Newport, Mon, Butcher Newport, Mon Pet Mar 18 Ord Mar 18

MORGAN, JOSIAH, Cardiff Cardiff Pet Feb 13 Ord Mar 17

PIPER, HERBERT, Southwold, Suffolk, Miller Great Yarmouth Pet Mar 10 Ord Mar 17

RAINE, JAMES, East Brough, Yorks Kingston upon Hull Pet Feb 18 Ord Mar 18

RAVEN, WILLIAM GEORGE, Ipswich, Pork Butcher Ipswich Pet Mar 17 Ord Mar 17

SMITH, ARTHUR, Manningham, Bradford Bradford Pet Mar 6 Ord Mar 18

SUFRIN, ISAAC, Fort st, Spitalfields, Furrier High Court Pet Mar 17 Ord Mar 17

SWEETLAND, HENRY, Andover, Southampton, Jobmaster Salisbury Pet Mar 16 Ord Mar 16

TACK, RAPHAEL, Chiswick, Cigar Merchant High Court Pet Mar 9 Ord Mar 16

WATKINS, WILLIAM FREDERICK, Astley, Worcester, Licensed Victualler Kidderminster Pet Mar 16 Ord Mar 16

WOODCOCK, TOM MURRAY, Sheffield, Electrical Engineer Sheffield Pet Mar 18 Ord Mar 18

YEADON, JOHN, Leeds, Journeyman Mechanic Leeds Pet Mar 14 Ord Mar 14

YOUNGHUSBAND, RICHARD, Sutton, Surrey, Traveller Croydon Pet Feb 11 Ord Mar 17

FIRST MEETINGS.

AMBROSE, WILLIAM, Feltwell, Norfolk, Farmer Mar 28 at 12.30 Off Rec, 8, King st, Norwich

BEER, WILLIAM ARTHUR, Spennymoor, Durham, Picture Hall Manager Mar 31 at 2.30 Off Rec, 3, Manor pl, Sunderland

BELFIELD, THOMAS, Rainow, Chester, Farmer Mar 31 at 12 Off Rec, 23, King Edward st, Macclesfield

BRANDON & Co, H, Virginia rd, Bethnal Green, Mineral Water Manufacturers Mar 30 at 12.30 Bankruptcy bldgs, Carey st

BULTEEL, WALTER, Holbeton, Devon, Race Horse Trainer Mar 30 at 3.15 7, Buckland ter, Plymouth

BUTLIN, SAMUEL, Welton, Northampton, Farmer Mar 30 at 12 Off Rec, The Parade, Northampton

BUTTGEN, ANDREAS, Oystermouth, Glam, Hotel keeper Mar 28 at 11 Off Rec, Government bldgs, St Mary st, Swansea

CALVERT, FREDERICK, Downham rd, Hackney, Cabinet Maker Mar 31 at 11.30 Bankruptcy bldgs, Carey st

CARTER, HARRY WILLIAM W, Clarence Gate gdns, Regent's Park Mar 31 at 1 Bankruptcy bldgs, Carey st

CAWDRON, HENRY, and GEORGE CAWDRON, Martin, nr Timberland, Lincs, Farmers Mar 31 at 12.30 Off Rec, 10, Bank st, Lincoln

CUNNINGHAM, SONS & Co, R S, Martin's ln, Iron Merchants Mar 30 at 11.30 Bankruptcy bldgs, Carey st

DAVIES, ROBERT, Corwen, Merioneth, Tailor Mar 31 at 12 Crypt chmbrs, Chester

FIXTER, CLARA, Woodhall Spa, Lincs April 3 at 12.30 Off Rec, 10, Bank st, Lincoln

FOLKARD, NOAH, Scarborough, Tailor Mar 30 at 4 Off Rec, 48, Westborough, Scarborough

FORTNER, CARL LUDWIG, Mitcham, Surrey, Papier Mache Worker Mar 30 at 11 132, York rd, Westminster Bridge rd

FRANKLIN, EDWARD, Gloucester, Carpenter Mar 28 at 3 Off Rec, Station rd, Gloucester

HARRISON, WILLIAM J, Eastleigh, Hants, Ladies' Outfitter Mar 30 at 12 Off Rec, Midland Bank-chmbrs, High st, Southampton

JOHNS, ANTHONY LEATON SHIELD, Gainsborough, Engineer Mar 30 at 12 Off Rec, 10, Bank st, Lincoln

LANCASTER, JOHN, and FREDERICK LANCASTER, Darlington, Durham, Slaters April 2 at 12 Off Rec, Court chmbrs, Albert rd, Middlesbrough

LANCASTER, WILLIAM HENRY, Darlington, Durham, Agent April 2 at 11 Off Rec, Court chmbrs, Albert rd, Middlesbrough

LONDON AND COUNTY SPORTS SUPPLY CO, THE, Woodford rd, Forest Gate, Cycle Dealers April 1 at 11 Bankruptcy bldgs, Carey st

O'CONNOR, THOMAS, Caerau, nr Bridgend, Colliery Haulier Mar 30 at 11 117, St Mary st, Cardiff

PLEWS, JACOB ROBINSON, Middlesbrough, Yorks, Steam Hauling Contractor Mar 31 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough

RAVEN, WILLIAM GEORGE, Ipswich, Pork Butcher Mar 31 at 3 Off Rec, 36, Princes st, Ipswich

RAWLING, JAMES EDMUND, Blackpool, Auctioneer Mar 28 at 11 Off Rec, 13, Winckley st, Preston

SMITH, ARTHUR, Manningham, Bradford Mar 23 at 11 Off Rec, 12, Duke st, Bradford

STAPLETON, ETHEL, Woodhall Spa, Lincoln April 3 at 12 Off Rec, 10, Bank st, Lincoln

SUFRIN, ISAAC, Fort st, Spitalfields, Furrier April 1 at 11 Bankruptcy bldgs, Carey st

SWEETLAND, HENRY, Andover, Southampton, Job Master Mar 31 at 1 Off Rec, City chmbrs, Catherine st, Salisbury

TACK, RAPHAEL, Chiswick, Cigar Merchant April 1 at 12 Bankruptcy bldgs, Carey st

THOUBAULT, CYRILLE, Chiswick, Foreign Correspondent Mar 30 at 11 14, Bedford row

WHYERS, JOHN WILLIAM, Boston, Lincs, Tailor Mar 31 at 2 Off Rec, 4 and 6, West st, Boston

YEADON, JOHN, Leeds, Journeyman Mechanic Mar 30 at 11 Off Rec, 24, Bond st, Leeds

YOUNGHUSBAND, RICHARD, Sutton, Surrey, Traveller Mar 30 at 11.30 132, York rd, Westminster Bridge rd

ADJUDICATIONS.

ALTY, ROBERT, Liverpool, Fruiterer Liverpool Pet Mar 17 Ord Mar 17

ANDREWS, WILLIAM, Penrhiwceiber, Glam, Fish Salesman Pontypridd Pet Mar 18 Ord Mar 18

BENNETT, JAMES COOPER, Newcastle under Lyme, Coal Merchant Hanley Pet Mar 18 Ord Mar 18

BUCKLE, AMOS, and HORACE FELLOWS, Port Talbot, Glam, Builders Neath Pet Feb 6 Ord Mar 16

BURNE, JONATHAN, Kirkby Thore, Westmoreland, Coal Merchant Kendal Pet Mar 17 Ord Mar 17

CALVERT, FREDERICK, Downham rd, Hackney, Cabinet Maker High Court Pet Mar 17 Ord Mar 17

CUNNINGHAM, CHARLES SALT, Lancaster, Confectioner Preston Pet Mar 17 Ord Mar 17

CUNNINGHAM, CYRIL ROBERT, Martin's ln, Iron Merchant High Court Pet Feb 24 Ord Mar 18

DAVISON, JOHN W, Sacriston, Durham, Builder Durham Pet Feb 14 Ord Mar 14

DEWITZ, HEINRICH JOACHIM MARTIN WERN, Brewer at Piccadilly cir, Importer High Court Pet Jan 3 Ord Mar 17

DUNKIN, THOMAS, Farnham Royal, Bucks, Corn Dealer Windsor Pet Mar 16 Ord Mar 16

DUNNING, PERCY, Bark st, Bolton, Painter Bolton Pet Mar 18 Ord Mar 18

FACEY, REGINALD AMBROSE, St Quintin av, Kensington, Medical Practitioner High Court Pet Mar 3 Ord Mar 17

FEAR, ARTHUR HASSELL, Almondsbury, Glos, Farmer Bristol Pet Feb 17 Ord Mar 18

GALGEY, REGINALD CHARLES, Sheffield, Physician Sheffield Pet Mar 17 Ord Mar 17

HARRIS, OSMOND, Newport, Mon, Clerk Newport, Mon Pet Mar 17 Ord Mar 17

HARRISON, WILLIAM JOHN, Eastleigh, Hants, Ladies' Outfitter Southampton Pet Feb 23 Ord Mar 18

HORNE, HARRY, Paul st, Finsbury, Company Director High Court Pet Jan 9 Ord Mar 14

KLEE, GUSTAV, Fulham Palace rd High Court Pet Nov 18 Ord Mar 17

LAWRENCE, ANDREW, Cardiff, Photographer Cardiff Pet Mar 17 Ord Mar 17

LONDON, SIMON, Sheffield, Plumber Sheffield Pet Mar 16 Ord Mar 16

RAVEN, WILLIAM GEORGE, Ipswich, Pork Butcher Ipswich Pet Mar 17 Ord Mar 17

SUFRIN, ISAAC, Fort st, Spitalfields, Furrier High Court Pet Mar 17 Ord Mar 17

SWEETLAND, HENRY, Andover, Southampton, Jobmaster Salisbury Pet Mar 16 Ord Mar 16

TACK, RAPHAEL, Chiswick, Cigar Merchant High Court Pet Mar 9 Ord Mar 17

WATKINS, WILLIAM FREDERICK, Astley, Worcester, Licensed Victualler Kidderminster Pet Mar 16 Ord Mar 16

WOODCOCK, TOM MURRAY, Sheffield, Electrical Engineer Sheffield Pet Mar 18 Ord Mar 18

YEADON, JOHN, Leeds, Journeyman Mechanic Leeds Pet Mar 14 Ord Mar 14

London Gazette.—TUESDAY, March 24.

RECEIVING ORDERS.

BROOKE, LOUIS, Manningham, Bradford, Solicitor Bradford Pet Mar 20 Ord Mar 20

CLOVER, HENRY CHARLES, Aldersbrook rd, Manor Park, Baker High Court Pet Mar 19 Ord Mar 19

COBBETT, FRANK LESTER, Nailsea, Somerset, Builder Bristol Pet Mar 21 Ord Mar 21

COCOGAN, CUTHBERT, Birkdale, Southport, Nurseryman Liverpool Pet Mar 20 Ord Mar 20

COX, GEORGE CHARLES, Lydney, Glos, Baker Newport, Mon Pet Mar 21 Ord Mar 21

CROCKFORD, HERBERT JOHN, Kingston upon Hull, Labourer Kingston upon Hull Pet Mar 19 Ord Mar 19

DAVIES, DAVID, Treorchy, Glam, Butcher Pontypridd Pet Mar 19 Ord Mar 19

DEE, WILLIAM, Barrow on Humber, Farmer Great Grimsby Pet Mar 17 Ord Mar 17

FIELD, CHARLES EDWIN, Oulton Broad, Suffolk, Photographer Great Yarmouth Pet Mar 21 Ord Mar 21

FIRTH, HERBERT, Gomersal, Yorks, Painter Leeds Pet Mar 20 Ord Mar 20

FREETH, FRANCIS EDWARD, Strand High Court Pet Feb 11 Ord Mar 20

HARKNESS, JOSEPH ROBERT, Thornaby on Tees, Yorks, Draughtsman Stockton on Tees Pet Mar 19 Ord Mar 19

HOPEKIRK, WALTER JOHN EDWIN, Westow Hill, Upper Norwood, Hairdresser Croydon Pet Mar 19 Ord Mar 19

JACKS, JOHN, Liverpool, Tailor Liverpool Pet Mar 21 Ord Mar 21

JAMES, J, Maesteg, Glam, Boot Dealer High Court Pet Feb 25 Ord Mar 20

JEHU, JAMES DAVIES, Mark ln, Solicitor High Court Pet Feb 6 Ord Mar 20

MCKAY, ALEXANDER, Ovington st, Brompton rd High Court Pet Jan 24 Ord Mar 18

MERMAGEN, LEOPOLD WALDEMAR REGINALD, Brighton, Schoolmaster Brighton Pet Mar 20 Ord Mar 20

MÖLLER, HENRY THEODORE, Bolton, Insurance Official Bolton Pet Mar 19 Ord Mar 19

PALETHORPE, HENRY JOHN, Roundhay, Leeds, Solicitor Leeds Pet Mar 4 Ord Mar 19

SHARPLES, JAMES HERBERT, Bolton, Joiner Bolton Pet Mar 20 Ord Mar 20

SKINNER, JOHN DANIEL, Ashford, Kent, Coach Builder Canterbury Pet Mar 20 Ord Mar 20

STUBBS, WILLIAM HENRY, Kilnhurst, nr Rotherham, Grocer Sheffield Pet Mar 20 Ord Mar 20

TAYLOR, WILLIAM, Hove, Sussex, Greengrocer Brighton Pet Mar 19 Ord Mar 19

TOWNSEND, JOHN BISHOP, Dunster, Somerset Taunton Pet Mar 5 Ord Mar 19

VAUGHAN, LIZZIE ANN, Chester, Grocer Chester Pet Mar 20 Ord Mar 20

WAKEHAM, HAROLD, Liverpool, Wine Merchant Liverpool Pet Mar 19 Ord Mar 19

WATSON, J, Wool Exchange, Clothing Manufacturer High Court Pet Jan 26 Ord Mar 19

WHITEHEAD HENRY, Scawby, Lincs, Licensed Victualler Great Grimsby Pet Mar 18 Ord Mar 18

YOXALL, THOMAS, Middlewich, Cheshire, Coal Dealer Nantwich Pet Mar 18 Ord Mar 18

ZIMBLER, ISAAC, Ash grove, Hackney, Boot Manufacturer High Court Pet Feb 13 Ord Mar 19

HOME MISSIONS

(Central Finance).

The ADDITIONAL CURATES SOCIETY provides assistant Clergy for the slums and poorer suburbs of large cities, and for mining and other industrial towns; in doing so it acts as a **CENTRAL AGENCY** for conveying help to those parts of the country where pressure is greatest. The Society's work is of very real importance at the present moment. It enables Churchpeople in any given part to send help to those needy places which are beyond the border of the Diocese in which they live, and therefore cannot be helped by their contribution to its Diocesan Finance. In this way, the A.C.S. is giving great help to the populous poor districts of South London and "London over the Border," to the Colliery regions of South Wales, and to parishes in the Black Country and the Staffordshire Potteries.

A.C.S. Office: 14, GREAT SMITH STREET, LONDON, S.W.